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COMMISSION

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602

RESPONSE TO DEFENDANT'S REPLY DATED JUNE 7, 2010

This letter is in response to the LG&E's Reply dated June 7, 2010.

LG&E asserts that brown bills were mailed in May, August, September and October of 2009. I continue to assert that I did not receive these brown notices and ask the Commission to investigate this fact. I am not the only individual that is a customer of Louisville Gas & Electric to make such an assertion.

Secondly, LG&E asserts the December bill was mailed on December 16, 2009. This is contrary to fact. On both the bill and on LG&E's website it clearly shows that December 16, 2009 was the date the meter was read. It does not specify the date the bill was sent on the website. **Even on the bill in question, it does not specify the date the bill was sent.** Furthermore, LG&E's own representative I spoke with indicated that she could not, with any clarity, provide the date the bill was sent. Instead she only pinpointed a 2-5 day window the bill might have been sent after the meter was read on December 16, 2009. Therefore, by LG&E's own admission, the bill was not sent on the date indicated in their response.

In 807 KAR 5:006 Section 14, it reads, "**Under no circumstances shall service be terminated before twenty-seven (27) days after the mailing date of the original unpaid bill.**" The language "under no circumstances" highlights the egregious nature of shutting off someone's electric after only 27 days have passed since a bill was mailed. The intent of this statute is not to provide LG&E with the ability to shut off an individual's utilities on the 28th day, which is essentially the argument they are making in their response. Rather, it is to prevent LG&E from shutting off someone's electric prematurely before they have exhausted all other available methods in attempting to collect payment. Over and over again the statutes emphasize shutting off someone's electric should only occur as a *last resort*.

In 807 KAR 5:006 Section 14, it reads, "no utility shall terminate or refuse service to any customer for noncompliance with its tariffed rules or commission administrative regulations without first having made a **reasonable effort** to obtain customer compliance." Is LG&E really trying to advance the notion that "reasonable" is granting customers, who are without a past due balance and who pay their bill in full each month, only 33 days prior to terminating their utilities?

The Kentucky Public Service Commission recognizes special circumstances existing between the months of November through March due to the freezing temperatures and the resulting effect of the discontinuation of any Kentucky resident's utility services during these particular months. Is LG&E really trying to advance the notion they *exhausted all efforts* to collect this particular bill to the effect of having no other choice but to disconnect service entirely in the middle of winter? Is the 28th-day mentality really what the statute intends? In the middle of one of the coldest months of the year, the

Public Service Commission should fully expect any utility provider to extend their customers every opportunity to make payments or be provided the necessary time to arrange to make payments prior to disconnection of their utilities, in accordance with the "The Customer Bill of Rights", referenced in 807 KAR 5:006 Section 13. Providing customers with 33 days instead of 27 prior to disconnection does not honor the intent of the statute.

The particular portion of the response LG&E provides the Commission involving the "28th-day mentality" is incendiary in and of itself and mocks the intent of the statute. One might refute it by offering LG&E's own words, when citing a 2-5 day window prior to mailing any bill after a meter is read, as a response. One might refute their response by presenting the Commission with the number of holidays in both December and January, thereby affecting the delivery of any bill, regardless of the date it is issued by LG&E, thereby underlining the unreasonable decision to disconnect one's electric due to these time constraints. One might respond with the fact all the bills noted in their response (May, August, September and October 2009) were paid in full each month they claim they issued a brown notice. One might also add to this the fact the meter had not even been read for the next billing cycle (it was read on January 19, 2010), prior to their decision to shut off the utilities on what was ironically a holiday (Martin Luther King Day). However, I feel the argument they make by replying they gave me 33 days instead of 27 is outrageous, on its own merit. It defies the intent of the statute. It is an egregious abuse of the intent of the law in and of its own accord. Taking into consideration this occurred in the middle of winter should only amplify the outrageous nature of LG&E's chosen course of action to disconnect my utilities. I hope the Commission recognizes this fact for all Kentucky residents who will inevitably be affected by LG&E's "28th-day mentality".

I sincerely hope the Kentucky Public Service Commission issues a ruling in this case which will invite LG&E to reflect on the meaning of the phrases "reasonable effort", "reasonable amount of time" and "last resort" found within Kentucky statutes which are meant to protect Kentucky residents. I sincerely hope a ruling is issued that demands LG&E rethink its "28th-day mentality" entirely, thereby eradicating the notion that the utilities of any Kentucky resident be disconnected simply because they granted one of their customers an extra day or two prior to eliminating their heat source in the middle of winter. And I sincerely hope the Kentucky Public Service Commission launches an full investigation into the non-issuance of brown notices on the part of LG&E.

I once again respectfully request an expedited ruling on the merits and ask that all monetary penalties I have been subjected to by LG&E as a result of their egregious behavior be immediately refunded to me in full. Thank you again.

Sincerely,



Kimberly Meyer