

Mark S. Radell

10933 Old Harrods Woods Circle, Louisville KY 40223, 502-245-0098

October 13, 2010

gs

Kentucky Public Service Commission
P.O. Box 615,
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

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OCT 19 2010

PUBLIC SERVICE
COMMISSION

To whom it may concern,

2010-00407

Enclosed please find 11 copies (per your instructions) of my formal complaint regarding LG&E's position that the underground utility feed to my home is not their responsibility. Please feel free to contact me at the above address if you have any further questions.

Sincerely,

Mark S Radell poa/Laura Radell

Mark S Radell

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

Mark S Radell)
(Your Full Name))
COMPLAINANT)
VS.)
Louisville Gas & Electric)
(Name of Utility))
DEFENDANT)

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COMPLAINT

The complaint of Mark S Radell respectfully shows:
(Your Full Name)

(a) Mark S Radell
(Your Full Name)

10933 Old Harrods Woods Circle Louisville, KY 40223
(Your Address)

(b) Louisville Gas & Electric
(Name of Utility)

820 W Broadway Louisville, KY 40202
(Address of Utility)

(c) That: on August 27th 2010 we had a power failure
(Describe here, attaching additional sheets if necessary,

that only affected our home. LG&E responded
the specific act, fully and clearly, or facts that are the reason

rapidly to our call and rapidly determined the problem
and basis for the complaint.)
was with the underground feed to our home. They then

told us that it was not their responsibility and proceeded

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to disconnect the power and left. Fortunately we were
able to have the problem repaired by an electrical
contractor the following day (Saturday). Unfortunately
this repair cost us \$1445.50 because LG&E accepted no
responsibility for the incident. The following day I filed
an online complaint with the PSC. (continued on page 3)

Wherefore, complainant asks Reimbursement of all of my
(Specifically state the relief desired.)
expenses for the repair (\$1445.50)

Dated at Louisville, Kentucky, this 16 day
(Your City)

of October, 2010.
(Month)

Mark S. Radell poa/Laura Radell
(Your Signature)

NA

(Name and address of attorney, if any)

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On Monday the 30th I received a reply from Matthew Rhody of your department informing me that the customer was responsible for the meter to the house this was also my understanding.

Through several additional emails I was told there may be an exception in their tariffs but the only way to find out would be to file a complaint. Mr. Rhody proceeded to file the complaint with LG&E.

In their reply, LG&E stated that page 97 of the tariffs covered this (see attachment #1). By reading this, I see no place where it states or infers that the underground feeder is my responsibility. In their response, they also made reference to the connection from a device to the house. Since the only device between the transformer and my home is the meter this would appear to support my position.

LG&E's interpretation of a conversation between one of the representatives and I is also quite different than mine. While the representative did tell me it was my responsibility, my response was that that only appeared to be their opinion. When she asked me why I didn't question the explanation when the incident happened, I explained that it happened on a Friday evening and I did not want to be without power the entire weekend. I knew the issue would take a while to be resolved. When she asked why the contractor would repair it if it wasn't something they normally did, my response was why wouldn't they since somebody

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would end up paying them anyway. She never really understood what I was questioning.

Overall LG&E's position on this matter has been very defensive. "Why in the world would you question us" seems to be their position instead of trying to explain their position to the customer.

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Attachment #1

Policy Tariff Regulation Reference: Original Sheet #97 - Customer Responsibilities - Customer's Equipment and Installation

CUSTOMER'S EQUIPMENT AND INSTALLATION

Customer shall furnish, install and maintain at Customer's expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property

Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility company, Customer will notify Company of their intention in advance of the commencement of construction.

Resolution: Marla contacted Mr, Radell and explained that he was responsible for the charges to fix his meter. He was told that he needed an electrician to make the repairs and then once the repairs were made it would need to be inspected. Per regulation #97, the customer is responsible from the device to the house except for the glass on the meter (LG&E is responsible for that). The customer is also responsible for the meter base.

Marla explained this to Mr. Radell and he understood. He thanked Marla for contacting him.

Thank you.

Marla

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GENERAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, Mark S. Radell of Jefferson County, Kentucky, hereby constitute and appoint Laura R. Radell, of Jefferson County, Kentucky, my true and lawful attorney-in-fact and agent, with full power and authority to do in my name and on my behalf any and all acts which I might do if personally present and acting on my own behalf including, but without limiting the generality of the foregoing, the following powers:

1. To demand, receive and receipt for all moneys and property, tangible or intangible, of whatever kind, to which I may be or may hereafter become entitled, the receipt of said attorney-in-fact being binding upon me to the same extent as if made by me personally;
2. To purchase, lease, sublease, mortgage, pledge, sell, or otherwise deal with, any property, real or personal, tangible, intangible, or mixed, which I may now own or hereafter acquire or in which I may have or acquire any right, title or interest of any kind.
3. To borrow or lend moneys and to give or receive security therefore;
4. To enter into contracts of any kind or description whatsoever, and to exercise any right, option or election which I may have or acquire under any contract;

5. To compromise, settle or renew any claim of or against me, or any right which I may be entitled to assert and which may be asserted against me;
6. To assert by litigation or otherwise any claim of mine, and to defend any claim that may be asserted against me, with full right to employ counsel and agents which, in the discretion of said attorney-in-fact, may be necessary in connection therewith;
7. To prepare and file tax returns of all kinds, including, but without limitation, federal and state income taxes, ad valorem taxes, license taxes and special assessments, and to pay such taxes or to negotiate or agree with relation to postponements or deficiencies therein, or waivers of any statute of limitations, including the right to protest or pay under protest any tax or assessment, and to employ counsel or accountants for any matter in which the same may, in the discretion of said attorney-in-fact, be helpful;
8. To cancel, surrender, borrow upon or change the beneficiary upon any policy of insurance owned by me or in which I may have any interest, and to exercise any further right in relation thereto which I might exercise personally;
9. To sign checks upon, and withdraw funds from, any bank account/accounts which I may have or may hereafter establish and to negotiate notes in my name and to endorse any check, note or other negotiable instrument whatever payable to me; and
10. To enter any safe deposit box held in my name and to place items therein, or remove items therefrom.

11. My attorney-in-fact is specifically authorized to sell, purchase, assign or transfer any stock or other securities held by me and to receive the proceeds therefrom and to deposit such proceeds to my account or dispose of same in such manner as said attorney-in-fact may determine.
12. To make any gifts in my name.
13. I do grant my attorney-in-fact the power to take charge of my person in case of sickness or disability of any kind, and to remove and place me in such institutions or places as he may deem best for my personal care, comfort, benefit and safety; and for said purposes to use and disburse any or all of said bank deposits, moneys and other personal property.

This Power of Attorney shall not be affected by the disability of the principal.

It is my intention to grant to my attorney-in-fact full and complete authority to act for me and in my stead in all matters. In no event shall persons relying on this Power of Attorney be required to ascertain the authority of my attorney-in-fact to act hereunder, and all persons dealing with said attorney-in-fact shall be entitled, in the absence of actual knowledge of revocation, to rely upon the authority of such person, and the acts of such person shall bind me and acquit persons dealing with my said attorney-in-fact to the same extent as if I had been acting in my own behalf.

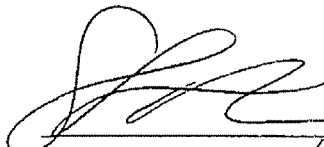
IN TESTIMONY WHEREOF, witness my signature this 3 day

of August, 2006.

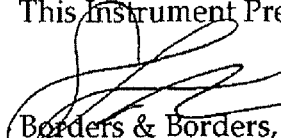
Mark S Radell
Mark S. Radell

STATE OF KENTUCKY
COUNTY OF JEFFERSON

Before me, a Notary Public in and for the State and County aforesaid, appeared Mark S. Radell personally known to me, and on the 2 day of Aug., 2006, executed the foregoing Power of Attorney and acknowledged the same to be his free act and deed.


NOTARY PUBLIC KY 874 Large
My Commission Expires: 8/31/2007
Stephanie C. Horne

This Instrument Prepared By:


Borders & Borders, Attorneys
920 Dupont Lane
Louisville, Kentucky 40207
(502) 894-9200

END OF DOCUMENT

Document No.: DN2007149730
Lodged By: REAL PROPERTY
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