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VIA ELECTRONIC FILING

Ms. Linda Bridwell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601-8294

RECEIVED

DEC 29 2025

**PUBLIC SERVICE
COMMISSION**

December 29, 2025

Re: James M. Vincent vs. Louisville Gas and Electric Company
CN 2024-00360

Dear Ms. Bridwell:

Pursuant to Ordering Paragraph one (1) in the Commission's Order filed on December 17, 2025 in the above-referenced case, Louisville Gas and Electric Company ("LG&E") files its written answer to the complaint and motion to dismiss.

Please contact me if you have any questions concerning this filing.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Hornung', is written over a light blue horizontal line.

Michael E. Hornung

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JAMES M. VINCENT)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2024-00360
)	
LOUISVILLE GAS AND ELECTRIC COMPANY)	
)	
DEFENDANT)	
)	

MOTION TO DISMISS AND ANSWER OF
LOUISVILLE GAS AND ELECTRIC COMPANY

I. Motion to Dismiss

Louisville Gas and Electric Company (“LG&E” or the “Company”), by counsel, respectfully asks the Kentucky Public Service Commission (“Commission”) to dismiss with prejudice the Formal Complaint as Amended of James M. Vincent (“Complaint as Amended”).

A. Procedural Background

Mr. Vincent filed his original complaint on October 31, 2024 (“Original Complaint”). The Commission issued an order on August 13, 2025, stating:

The Commission finds that the complaint does not conform to 807 KAR 5:001, Section 20(1), because the complaint does not state the specific relief, within the meaning 807 KAR 5:001, Section 20(1)(d), that Vincent seeks. The Complaint also does not state Vincent’s address. Further, the Complaint does not provide sufficient facts to acquaint the Commission fully with the details of the matter as required by 807 KAR 5:001, Section 20(1)(c). *It is not clear if his complaint seeks relief for [1] the location of the new line, [2] the digging of a hole in the easement on his property, [3] being told that it would cost \$10,000 to connect his residence to the new gas line, or [4] the alleged damage to his tree.* Consequently, the

Commission finds that the complaint does not establish a prima facie case.¹

The Commission granted Mr. Vincent 20 days to amend his complaint.² Mr. Vincent filed his Amended Complaint on August 22, 2025. (Taken together, the Original Complaint and the Amended Complaint are the Complaint as Amended.)

B. The Commission Should Dismiss Three of the Four Possible Claims for Relief Identified by the Commission Because the Commission Held the Original Complaint Did Not Establish a Prima Facie Case Regarding Those Possible Claims and the Amended Complaint Does Not Address Them.

The Amended Complaint addresses only one of the four potential claims the Commission identified in its August 22 order, namely “the digging of a hole in the easement on his property.”³ The Commission has already held the Original Complaint fails to establish a prima facie case concerning the other three potential claims,⁴ and the Amended Complaint does not mention them, much less support them. Therefore, the Commission should dismiss them.

Dismissing these potential claims would be consistent with the Commission’s precedents and is required by the Commission’s regulations. The Commission has previously dismissed, both with and without prejudice, complaints that failed to state a prima facie case when the complainant failed to file an amended complaint within the time provided by the Commission.⁵ Moreover, 807 KAR 5:001 Sec. 20(4)(a)(2) requires dismissal if a complaint is not timely amended after the Commission grants leave for such amendment: “If the complaint is not amended within the time or the extension as the commission, for good cause shown, shall grant, *the complaint shall be dismissed.*”⁶ Here, the Amended Complaint adds nothing regarding three of the four potential

¹ Case No. 2024-00360, Order at 2 (Ky. PSC Aug. 13, 2025) (emphasis added).

² *Id.* at 3.

³ Amended Complaint at 1 (“The complainant is requesting that the source of underground water leak supplying the hole with water be repaired for public safety. **(Relief or remedy sought in the case)**”) (emphasis original).

⁴ Case No. 2024-00360, Order at 2 (Ky. PSC Aug. 13, 2025).

⁵ *See, e.g., Tyre Hinshaw v. Kentucky Utilities Company*, Case No. 2007-00096, Order (Ky. PSC May 3, 2007).

⁶ Emphasis added.

claims concerning which the Commission has already found Complainant has not established a prima facie case.⁷ Thus, Complainant has failed to file an amended complaint regarding those three potential claims, and the Commission should dismiss the Complaint as Amended regarding them.

C. The Commission Should Also Dismiss the Hole-Related Potential Claim Because It Fails to Satisfy the Requirements of 807 KAR 5:001 Sec. 20(1)(c).

The Amended Complaint exclusively addresses the hole-digging-related potential claim for relief, but it still fails to satisfy the requirements of 807 KAR 5:001 Sec. 20(1)(c), and the Commission therefore must dismiss it under 807 KAR 5:001 Sec. 20(4)(a)(2).⁸ Under 807 KAR 5:001 Sec. 20(1)(c), a complaint must state “[f]ully, clearly, and with reasonable certainty, the act or omission, of which complaint is made, with a reference, if practicable, to the law, order, or administrative regulation, of which a failure to comply is alleged, and other matters, or facts, if any, as necessary to acquaint the commission fully with the details of the alleged failure[.]” The Commission has already held that the Original Complaint did not state a prima facie case concerning the hole-related potential claim,⁹ and the Amended Complaint still fails to satisfy any, much less all, of the requirements of 807 KAR 5:001 Sec. 20(1)(c).

First, it is unclear which alleged hole is at issue or where it is. The Amended Complaint states “a very large deep hole was dug with an excavator on the complainant’s property” one day, which “the installers backfilled” the next day.¹⁰ The Amended Complaint goes on to assert, “Soon

⁷ Case No. 2024-00360, Order at 2 (Ky. PSC Aug. 13, 2025) (“It is not clear if his complaint seeks relief for the *location of the new line*, the digging of a hole in the easement on his property, *being told that it would cost \$10,000 to connect his residence to the new gas line, or the alleged damage to his tree.*”(emphasis supplied on claims not addressed in Amended Complaint).

⁸ See also *Futrell Holding Co., LLC v. Barkley Lake Water District*, Case No. 2023-00367, Order at 4 (Ky. PSC Mar. 10, 2025) (“Stated plainly, to be accepted by the Commission, complaints must both establish a *prima facie* case and meet the requirements of 807 KAR 5:001, Section 20(1)(c).”) (emphasis original).

⁹ Case No. 2024-00360, Order at 2 (Ky. PSC Aug. 13, 2025).

¹⁰ Amended Complaint at 1.

after installation was done, the property within the easement of the complainant near the roadway developed a large hole which collects water from an underground source, remaining stagnant.”¹¹ But the Amended Complaint does not state whether the first allegedly dug and backfilled hole is at the same location where the “large hole” allegedly developed at some point after the installation of the gas line across the street (not on Complainant’s property).¹² Indeed, the Original Complaint says nothing about a “large hole which collects water from an underground source, remaining stagnant” that is a “public safety issue”; it is unclear if this allegedly unsafe hole developed after the Original Complaint, whether it is the “mud hole” he alleges LG&E would not investigate,¹³ or whether it is one of the “sinkholes” into which Complainant alleges that he stepped while walking his dog (and it is unclear on whose property the alleged “sinkholes” were; the Original Complaint asserts Complainant’s neighbor “called a complaint to LG&E” after “[a] few months passed”).¹⁴ Thus, it is unclear which alleged “large hole” is the focus of the Amended Complaint or where it is, making it impossible to link it to any act or omission of LG&E or anyone else. The Complaint as Amended thus falls short of the 807 KAR 5:001 Sec. 20(1)(c) standard.

Second, the Amended Complaint does not state with any precision when the “large hole” creating a “public safety issue” allegedly developed on Complainant’s property, again frustrating any attempt to link its alleged development to any act or omission of LG&E or anyone else.¹⁵ The Amended Complaint asserts only that the hole developed on Complainant’s property “[s]oon after installation was done,”¹⁶ though the Original Complaint does not mention a large hole that developed on Complainant’s property and posed a public safety concern after the installation was

¹¹ *Id.*

¹² *See id.*

¹³ Original Complaint at 2.

¹⁴ *Id.*

¹⁵ Amended Complaint at 1.

¹⁶ *Id.*

complete.¹⁷ Indeed, the only alleged “large hole” on Complainant’s property the Original Complaint addresses is one Complainant states was “refilled.”¹⁸ Complainant filed the Original Complaint at least five months after he alleges the gas line work was complete, and more than a year elapsed between the time of the gas line work and the filing of the Amended Complaint. Again, this lack of any clarity or specificity concerning the timing of the appearance of the alleged large hole fails to satisfy the 807 KAR 5:001 Sec. 20(1)(c) standard.

Third, the Amended Complaint does not state what act or omission is supposed to have created the alleged later-developing hole; rather, according to the Amended Complaint, the alleged hole “developed” sometime “soon” after gas line work occurred.¹⁹ Moreover, the Amended Complaint states, “Approximately 200 feet north of the large hole is a national [*sic*] spring that feeds Hidden Creek,”²⁰ suggesting there are multiple naturally occurring water sources nearby that might contribute to a “large hole” developing without the act or omission of anyone. Such vague allegations do not constitute a full, clear, and reasonably certain statement of either the act or omission of which the complaint is made or “other matters, or facts, if any, as necessary to acquaint the commission fully with the details of the alleged failure”; thus, they cannot and do not satisfy the requirements of 807 KAR 5:001 Sec. 20(1)(c).

Fourth, the Complaint as Amended nowhere refers or cites to any “law, order, or administrative regulation, of which a failure to comply is alleged.” Although 807 KAR 5:001 Sec. 20(1)(c) conditions this requirement with “if practicable,” it is reasonable to apply it to a Complainant who describes himself as a former LG&E employee and having “spent my career

¹⁷ See generally Original Complaint.

¹⁸ Original Complaint at 1.

¹⁹ Amended Complaint at 1.

²⁰ *Id.*

defending Louisville resident[s] of their right and safety as a police officer,”²¹ and who is therefore presumably acquainted with both the need to provide a citation when asserting a legal claim and the concept of jurisdiction, to state at least in general terms the legal requirement—*jurisdictional to this Commission*—with which he alleges the Company failed to comply. If not, the Company cannot be on notice regarding which law, order, or administrative regulation it is accused of violating. This lack of a reference or citation to any legal requirement or standard, even in the most general terms, fails to provide any notice and supports finding that the Complaint as Amended does not satisfy the requirements of 807 KAR 5:001 Sec. 20(1)(c).

In sum, because the Complaint as Amended fails to satisfy the requirements of 807 KAR 5:001 Sec. 20(1)(c) in every respect and with regard to every potential claim, the Commission should dismiss it with prejudice; indeed, the Commission must dismiss it under 807 KAR 5:001 Sec. 20(4)(a)(2).

D. The Commission Must Dismiss the Hole-Related Potential Claim Because It Is a Tort Claim, Not a Claim upon which the Commission Can Grant Relief.

No matter how the hole-related potential claim of the Complaint as Amended is understood, the Commission lacks jurisdiction over it, and the Commission must therefore dismiss it as a claim upon which it cannot grant relief. The Commission is a creature of statute and has only those powers granted to it by the General Assembly.²² The Commission’s jurisdiction is limited to the rates and service of utilities,²³ and its jurisdiction concerning complaints is similarly constrained and defined by KRS 278.260(1):

The commission shall have original jurisdiction over complaints as to rates or service of any utility, and upon a complaint in writing made against any utility by any person that any rate in which the

²² *Boone County Water v. Public Service Comm’n*, 949 S.W.2d 588, 591 (Ky. 1997) (“The PSC is a creature of statute and has only such powers as have been granted to it by the General Assembly.”).

²³ *See, e.g.*, KRS 278.040(2).

complainant is directly interested is unreasonable or unjustly discriminatory, or that any regulation, measurement, practice or act affecting or relating to the service of the utility or any service in connection therewith is unreasonable, unsafe, insufficient or unjustly discriminatory, or that any service is inadequate or cannot be obtained, the commission shall proceed, with or without notice, to make such investigation as it deems necessary or convenient.

The Commission recently stated, “As KRS 278.260 makes clear, complaints must be related, *in some causal way*, to the Commission’s jurisdiction over rates and service.”²⁴ Here, Complainant’s hole-related potential claim clearly is not a rate-related issue. Thus, for the Commission to have jurisdiction over it, the Complaint as Amended “must show that a service provided by the utility is ‘unreasonable, unsafe, insufficient, or unjustly discriminatory, or [inadequate].’”²⁵

But the Complaint as Amended does not allege the gas line installation violated any applicable legal requirement, jurisdictional to the Commission or otherwise; it does not allege the location or operation of the gas line is unreasonable, unsafe, insufficient, unjustly discriminatory, or inadequate; rather, it alleges that a “large hole” developed on Complainant’s property at some point after Company’s contractor installed a gas line across the street from Complainant’s property, which Complainant alleges is “a public safety issue due to walkers, runners and cyclists in that area.” Interestingly, the Complaint as Amended does not ask for the hole to be filled; it asserts “[t]here is a concern that there will be continued erosion into the roadway” and asks that “the source of underground water leak supplying the hole with water be repaired for public safety,”²⁶ which calls into question the supposed current public safety hazard posed by the alleged hole. Regardless, the potential hole-related claim certainly is not a *utility-service issue* over which

²⁴ *Futrell Holding Co., LLC v. Barkley Lake Water District*, Case No. 2023-00367, Order at 6 (Ky. PSC Mar. 10, 2025) (emphasis added).

²⁵ *Id.*

²⁶ Amended Complaint at 1.

the Commission could assert jurisdiction;²⁷ if anything, it is a tort claim over which the Commission lacks jurisdiction.²⁸ Therefore, the Commission must dismiss it with prejudice.

II. Answer

In accordance with the Commission's Order of December 17, 2025, in the above-captioned proceeding, LG&E respectfully submits this Answer to the Complaint as Amended. In support of its Answer, and in response to the specific averments contained in the Complaint as Amended, LG&E states as follows:

1. LG&E admits the allegations of first sentence of the first paragraph of the Original Complaint. LG&E lacks sufficient information to admit or deny the remaining allegations of the first paragraph of the first page of the Original Complaint.

2. LG&E lacks sufficient information to admit or deny the allegations of the second and third paragraphs of the Original Complaint. LG&E states its original design for extending gas service to 11604 Hidden Creek Road, Prospect, Kentucky, included crossing Schuler Lane and running a gas line in its easement along Complainant's property abutting Schuler Lane. LG&E subsequently revised its design and had the gas line installed exclusively on the other side of Schuler Lane, i.e., not on Complainant's property.

3. LG&E lacks sufficient information to admit or deny the allegations of the fourth paragraph of the Original Complaint. LG&E states its personnel did have contact with Complainant concerning the cost to extend gas service to his residence in May 2024 and advised Complainant the cost would be \$10,884.25. That cost was consistent with and required by LG&E's

²⁷ See, e.g., *Charles T. Latko, Jr. And Lois G. Latko v. Taylor County Rural Electric Cooperative Corporation*, Case No. 2003-00395, Order at 5-8 (Ky. PSC Nov. 10, 2004) (disclaiming jurisdiction over damage and easement claims and retaining jurisdiction only over the safety of a particular utility pole configuration).

²⁸ See, e.g., Case No. 2023-00367, Order at 6 (Ky. PSC Mar. 10, 2025). ("While the Commission makes no statement regarding the actionability of the facts presented, these facts are far removed from the jurisdiction created by KRS 278.260 and sound in tort and contract law, beyond the Commission's competency to adjudicate.").

Commission-approved Gas Main Extension Rules, specifically paragraph 4 thereof: “Where funds were advanced in accordance with paragraph 3 for extensions into developed residential neighborhoods and notwithstanding paragraph 1, any customer that subsequently connects to the main during a ten-year period from the effective date of the main extension contract shall advance to Company a pro rata share of the cost of the extension over 100 feet per connected customer.”²⁹ Because Complainant inquired about receiving service from a gas main extension being funded by another customer as required by paragraph 3 of LG&E’s Gas Main Extension Rules, connecting Complainant to that gas main extension before ten years elapsed from the effective date of the main extension contract would require Complainant to “advance to Company a pro rata share of the cost of the extension over 100 feet.”³⁰

4. LG&E lacks sufficient information to admit or deny the allegations of the fifth paragraph of the Original Complaint. LG&E does not deny that its contractor dug and properly backfilled one or more holes in its easement on Complainant’s property.

5. Regarding the allegations of the sixth paragraph of the Original Complaint, LG&E observes that Complainant states, “I am no longer interested in making a complaint about the holes dug in my easement by LG&E’s subcontractor/agent” LG&E denies it has “hundreds if not thousands of lawyers employed and retained to defend a complaint.” LG&E lacks sufficient information to admit or deny the remaining allegations of the sixth paragraph of the Original Complaint.

6. LG&E lacks sufficient information to admit or deny the allegations of the seventh paragraph of the Original Complaint.

²⁹ Louisville Gas and Electric Company P.S.C. Gas No. 13, Original Sheet No. 106.

³⁰ *Id.*

7. Regarding the eighth paragraph of the Original Complaint, LG&E admits it replaced a damaged utility pole near the southeast corner of Complainant's property after a vehicle (unrelated to LG&E or Complainant) struck the pole. LG&E further admits it trimmed approximately four feet of a tree in LG&E's easement in connection with replacing the damaged pole. LG&E admits it has not paid Complainant any damages for trimming a tree in its easement while replacing a damaged pole. LG&E lacks sufficient information to admit or deny the remaining allegations of the eighth paragraph of the Original Complaint.

8. LG&E neither admits nor denies the factual allegations of the first paragraph of the Amended Complaint, though it denies that the Amended Complaint addresses the shortcomings identified in the Commission's August 13, 2025 order in this case.

9. LG&E lacks sufficient information to admit or deny the allegations of the second and third paragraphs of the Amended Complaint. LG&E does not deny that its contractor dug and properly backfilled one or more holes in its easement on Complainant's property.

10. Regarding the allegations of the first sentence of the fourth paragraph of the Amended Complaint, LG&E states its original design for extending gas service to 11604 Hidden Creek Road, Prospect, Kentucky, included crossing Schuler Lane and running gas line in its easement along Complainant's property abutting Schuler Lane. LG&E subsequently revised its design and had the gas line installed exclusively on the other side of Schuler Lane, i.e., not on Complainant's property. LG&E further states that it does not deny that its contractor dug and properly backfilled one or more holes in its easement on Complainant's property. LG&E denies the remaining allegations of the fourth paragraph of the Amended Complaint.

11. LG&E denies the allegations of the fifth paragraph of the Amended Complaint.

12. LG&E lacks sufficient information to admit or deny the allegations of the sixth paragraph of the Amended Complaint. LG&E does not deny that its contractor dug and properly backfilled one or more holes in its easement on Complainant's property.

13. LG&E denies any remaining allegations contained in the Original Complaint and Amended Complaint which are not expressly admitted in the foregoing paragraphs of this Answer.

FIRST AFFIRMATIVE DEFENSE

The Complainant has failed to set forth a *prima facie* case that LG&E has violated its tariffs or any statute or Commission regulation, and the Complaint as Amended should be dismissed for that reason.

SECOND AFFIRMATIVE DEFENSE

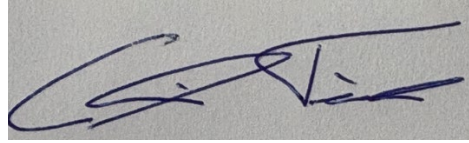
The Complaint as Amended fails to set forth any claim upon which relief can be granted by this Commission; therefore, the Commission should dismiss it with prejudice.

WHEREFORE, for all of the reasons set forth above, Louisville Gas and Electric respectfully requests and moves:

1. that the Complaint be dismissed with prejudice and without further action taken by the Commission;
2. that this matter be closed and removed from the Commission's docket; and
3. that LG&E be afforded any and all other relief to which it may be entitled.

Dated: December 29, 2025

Respectfully submitted,

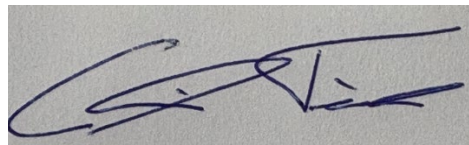


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*Counsel for Louisville Gas & Electric
Company*

CERTIFICATE OF SERVICE

In accordance with the Commission's Order of July 22, 2021 in Case No. 2020-00085 (Electronic Emergency Docket Related to the Novel Coronavirus COVID-19), this is to certify that the electronic filing has been transmitted to the Commission on December 22, 2025 ; and that a true and accurate copy of this filing has been sent via U.S. Mail to Complainant at the address provided in the Amended Complaint.



*Counsel for Louisville Gas & Electric
Company*