



LG&E Energy LLC
220 West Main Street (40202)
P.O. Box 32030
Louisville, Kentucky 40232

March 21, 2005

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PUBLIC SERVICE
COMMISSION

Ms. Elizabeth O'Donnell
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, Kentucky 40601

RE: Norman L. Dennison (Case No. 2005-00099) v. LG&E

Dear Ms. O'Donnell:

In accordance with the Commission's Order dated March 10, 2005, in the above-captioned proceeding, enclosed please find an original and ten (10) copies of the response of Louisville Gas & Electric Company.

If you have any questions regarding this filing, please contact me at (502) 627-4110.

Sincerely,

John Wolfram
Manager, Regulatory Affairs

JW:mjr

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matters of:)
)
NORMAN L. DENNISON)
)
)
)
COMPLAINANT)
v.)
)
LOUISVILLE GAS AND ELECTRIC)
COMPANY)
)
)
DEFENDANT)

CASE NO. 2005-00099

ANSWER OF LOUISVILLE GAS AND ELECTRIC COMPANY

In accordance with the Public Service Commission's (the "Commission") Order dated March 10, 2005 in the above-captioned proceeding, Louisville Gas and Electric Company ("LG&E") respectfully submits this Answer to the above referenced Complaint filed by Norman L. Dennison ("Mr. Dennison") on February 28, 2005. In support of its Answer, and in response to the specific averments contained in Mr. Dennison's Complaint, LG&E states as follows:

1. With respect to the allegations contained in paragraph (a) and (b) of the Complaint, LG&E admits the factual information set forth in those paragraphs while clarifying that the name of this utility is Louisville Gas and Electric Company or LG&E.

2. With respect to the allegations contained in paragraph (c) of the Complaint, LG&E: Admits the factual information set forth in the first three sentences; and states that at the request of Mr. Dennison's tenant, Tina Stuckey, which was received by LG&E

on May 27, 2004, LG&E disconnected the electric and the gas services at the subject property beginning on June 2, 2004.

3. With respect to the allegation set forth in paragraph (c) of the Complaint concerning a bill charged for electric and gas service to 2909 Windsor Forest Drive, LG&E: Admits that it sent Mr. Dennison a bill in February 2005 in accordance with the applicable tariffs; and states that Original Sheet No. 82.1 of LG&E's electric tariff and Original Sheet No. 82.1 of LG&E's gas tariff provide that "Upon the absence of an active account, the property owner assumes the responsibility for any consumption and the Company's property and service."

4. With respect to the allegation set forth in the fourth sentence of paragraph (c) of the Complaint, LG&E: States that after disconnection of service to the subject address commencing June 2, 2004, LG&E continued to read the meters each month; states that no usage was recorded until January 12, 2005; states that no bills were sent in the months between disconnection and February 2005 because bills are not issued for accounts that are finaled until service has officially been resumed or usage has been recorded; states that February's bill in the amount of \$126.96, which reflects the January reading for electric and gas usage, which was the first time usage was recorded since the disconnection; and states that the following charges were included on the bill:

\$21.50	Investigation charge
\$18.50	Administrative charge
\$32.00	Field Service charge
\$32.93	Electric charge (432 Kwh)
\$22.03	Gas charge (5 cubic feet)

\$126.96	

5. LG&E affirmatively states that upon re-inspection of the meter on March 16, 2005, LG&E found that the disk used to disconnect the natural gas service had been

removed from the gas meter/pipe, which removal further indicates that tampering has occurred.

6. LG&E affirmatively states that Mr. Dennison presently owes \$126.96 for tampering and consumption charges properly assessed to Mr. Dennison, as property owner in the absence of an active tenant account.

7. LG&E denies all allegations in the Complaint which are not expressly admitted in the foregoing paragraphs of this Answer.

FIRST AFFIRMATIVE DEFENSE

1. The Complainant fails to set forth any claim upon which relief can be granted by this Commission and, therefore, should be dismissed.

SECOND AFFIRMATIVE DEFENSE

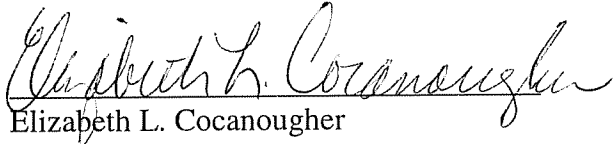
2. The Complainant has failed to set forth a *prima facie* case that LG&E has violated its tariff or any Commission statute or regulation, and the Complaint should be dismissed for that reason.

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

- (1) that the Complaint herein be dismissed without further action being taken by the Commission
- (2) that this matter be closed on the Commission's docket
- (3) that LG&E be afforded any and all other relief to which it may be entitled

Dated: March 21, 2005

Respectfully submitted,

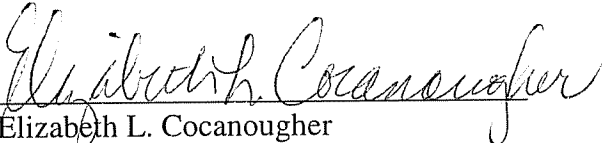
A handwritten signature in cursive script, reading "Elizabeth L. Cocanougher". The signature is written in black ink and is positioned above the printed name.

Elizabeth L. Cocanougher
Senior Regulatory Counsel
Louisville Gas and Electric Company
220 West Main Street
Louisville, Kentucky 40202

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Application was served on the Parties of Record on the 21st day of March, 2005, U.S. mail, postage prepaid:

Norman L. Dennison
2909 Windsor Forest Drive
Louisville, KY 40272


Elizabeth L. Cocanougher
Senior Regulatory Counsel
Louisville Gas & Electric Company
220 West Main Street
Louisville, Kentucky 40202