



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

April 18, 2005

RECEIVED

APR 18 2005

PUBLIC SERVICE  
COMMISSION

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

**RE: Donald Marshall (Case No. 2005-00137) v. LG&E**

Dear Ms. O'Donnell:

In accordance with the Commission's Order dated April 8, 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**

**RECEIVED**

**In the Matter of:**

APR 18 2005

PUBLIC SERVICE  
COMMISSION

**DONALD MARSHALL**            )  
  )  
                          **COMPLAINANT**  )  
  )  
**v.**    )  
  )  
**LOUISVILLE GAS AND**        )  
**ELECTRIC COMPANY**            )  
  )  
                          **DEFENDANT**    )

**CASE NO. 2005-00137**

**ANSWER OF LOUISVILLE GAS AND ELECTRIC COMPANY**

In accordance with the Kentucky Public Service Commission's ("Commission") Order of April 8, 2005, in the above-captioned proceeding, Louisville Gas and Electric Company ("LG&E") respectfully submits this Answer to the Complaint of Donald Marshall ("Mr. Marshall") filed on March 25, 2005. In support of its Answer, and in response to the specific averments contained in Mr. Marshall's Complaint, LG&E states as follows:

1. As an initial matter, LG&E states that the issue here involves the application of Original Sheet No. 82.1 of LG&E's electric tariff, regarding landlord liability for service at his property in the absence of an active account, which tariff provision was recently addressed at an informal conference with Commission Staff and other interested parties on March 22, 2005.
2. LG&E admits the allegations contained in paragraphs (a) and (b) of the Complaint.
3. With respect to the allegations contained in paragraph (c) of the Complaint concerning the property at 10714 Jefferson Hill Road (the "Jefferson Hill property"), LG&E states as follows. On information and belief, Mr. Marshall is the owner and landlord of the

property located as the Jefferson Hill property. Anthony Harp ("Mr. Harp"), who on information and belief was a former tenant of the Jefferson Hill property, requested that service be discontinued under his name as of January 11, 2005. Service was turned off as of January 11, 2005, per the direction of Mr. Harp, and the electric meter was read at that time. On February 17, 2005, an LG&E revenue investigator discovered that the electric service at the Jefferson Hill property had been turned back on. The investigator read the meter and the electric service was disconnected at the meter at that time. Mr. Marshall contacted LG&E and requested that all service be cut off at the Jefferson Hill property as of March 21, 2005, and on that date the gas service was disconnected. The electric service to the property had already been disconnected on February 17, as noted above. Between January 11, 2005 and March 21, 2005, LG&E had no account active for the Jefferson Hill property, and no one contacted LG&E to establish such an account. In particular, LG&E has no record of an account for "John Heightchew" at the Jefferson Hill property or any other address. The amount billed to, and disputed by, Mr. Marshall reflects electric service, based on actual meter readings, from January 11, 2005 to February 17, 2005. Pursuant to Original Sheet No. 82.1 of LG&E's electric tariff, "[u]pon the absence of an active account, the property owner assumes responsibility for any consumption and the Company's property and service." Thus, any consumption of electricity at the Jefferson Hill property after January 11, 2005 is the responsibility of Mr. Marshall as the property owner.

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

#### **FIRST AFFIRMATIVE DEFENSE**

The Complaint, or parts of it, fails to set forth any claim upon which relief can be granted by this Commission and, therefore, should be dismissed.

**SECOND AFFIRMATIVE DEFENSE**

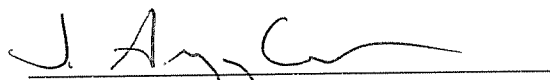
Complainant has failed to set forth a *prima facie* case that LG&E has violated its tariff or any statute or Commission regulation, and the Complaint should be dismissed for that reason.

**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) in the alternative, that the Commission hold this proceeding in abeyance until such time as the Commission approves revisions, if any, to Original Sheet No. 82.1 of LG&E's electric tariff as discussed in the informal conference of March 22, 2005; and
- (4) that LG&E be afforded any and all other relief to which it may be entitled.

Dated: April 18, 2005

Respectfully submitted,



J. Gregory Cornett  
W. Duncan Crosby III  
Ogden Newell & Welch PLLC  
1700 PNC Plaza  
500 West Jefferson Street  
Louisville, Kentucky 40202  
Telephone: (502) 582-1601

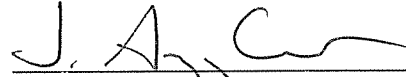
Elizabeth L. Cocanougher  
Senior Regulatory Counsel  
Louisville Gas and Electric Company  
220 West Main Street  
Post Office Box 32010  
Louisville, Kentucky 40232  
Telephone: (502) 627-4850

Counsel for Louisville Gas and  
Electric Company

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on the following persons on the 18th day of April 2005, U.S. mail, postage prepaid:

Donald Marshall  
2005 Dan Dunn Road  
Hodgenville, Kentucky 42748



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Counsel for Louisville Gas and Electric  
Company