



Elizabeth O'Donnell
Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
Frankfort, Kentucky 40602

RECEIVED

SEP 05 2006

PUBLIC SERVICE
COMMISSION

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September 5, 2006

Re: In the Matter of: John McKeehan v. Louisville Gas and Electric
Company, Case No. 2006-00385

Dear Ms. O'Donnell:

Enclosed please find an original and eleven (11) copies of the Answer of Louisville Gas and Electric Company to the Complaint of Mr. John McKeehan in the above-referenced docket.

Please file-stamp the extra copy of the Answer as received and return it to me in the enclosed envelope. Should you have any questions concerning the enclosed, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Allyson K. Sturgeon".

Allyson K. Sturgeon

Enclosures

C: Mr. John McKeehan
Lawrence W. Cook, Esq.

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

SEP 05 2006

JOHN McKEEHAN)

PUBLIC SERVICE
COMMISSION

COMPLAINANT)

vs.)

CASE NO. 2006-00385

LOUISVILLE GAS AND ELECTRIC)
COMPANY)

DEFENDANT)

ANSWER OF LOUISVILLE GAS AND ELECTRIC COMPANY

In accordance with the Kentucky Public Service Commission's ("Commission") Order of August 25, 2006 in the above-captioned proceeding, Louisville Gas and Electric Company ("LG&E") respectfully submits this Answer to the Complaint of John McKeehan ("Mr. McKeehan") filed on August 21, 2006.

In compliance with the Commission's order of August 25, 2006, LG&E provides the following response to Mr. McKeehan's Complaint in order to preserve its defenses:

1. LG&E admits the allegations contained in paragraph (a) of the Complaint, on information and belief.
2. With regard to the allegations contained in paragraph (b) of the Complaint, LG&E states that its primary business address is 220 West Main Street; Louisville, Kentucky 40202.
3. With regard to the allegations contained in paragraph (c) of the Complaint, LG&E states as follows:

a. LG&E denies the averment that “On Monday 6-3-96 I called LG&E to have them disconnect service at 319 M Street”. LG&E affirmatively states that it has no record of such a call. Further, pursuant to 807 KAR 5:006, Section 12(1), “[i]f the customer notifies the utility of his request for termination by telephone, the burden of proof is on the customer to prove that service termination was requested if a dispute arises.” According to LG&E’s records, Mr. McKeehan had service in his name from April 1, 1996 to February 20, 1997 at 319 M Street, Apt. 1F (account number 8000215825002) and from April 1, 1996 to June 2, 1997 at 319 M Street, Apt. 2F (account number 8000215825003). During these time periods, LG&E has no record of any request for disconnection of service from Mr. McKeehan.

b. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment that “No one lived there, all tenants had moved out.”

c. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment that “The building was locked but, homeless people were gaining entrance.”

d. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment that “Sometime later, the building was tore down.”

e. LG&E denies the averment that “Two years later, I received a bill for \$5,000 from LG&E for 319 M Street for service incurred after I told them to turn off service.” LG&E affirmatively states that Mr. McKeehan owes \$5,174.61 for service previously supplied to 319 M Street, Apt. 1F (\$2,693.73) and Apt. 2F (\$604.85) and to 4105 Southern Parkway (\$1876.03). Although John W. McKeehan and Shannon L. McKeehan filed for bankruptcy protection from these and other debts in Bankruptcy Case Number 04-93564-BHL-13, this

bankruptcy case was dismissed on November 22, 2004, making these amounts legally due and payable.

When Mrs. McKeehan requested service at the current address, LG&E connected service because it was unaware that Mr. McKeehan was residing in the home. After service was disconnected for nonpayment of the current bill, LG&E refused to reconnect service until the balance of \$5,174.61 (money owed under Mr. McKeehan's name) was paid. However, as an informal complaint was pending before the Commission, LG&E agreed to connect and provide service until it could demonstrate that an indebtedness was owed by Mr. McKeehan. See Letter of August 3, 2006 from Ginny Smith to Mr. McKeehan attached hereto as Exhibit 1.

f. As to the averment "I disputed the bill then and had been told that the gas had been left on when 'service was disconnected' they said it was because the gas meter was in the cellar", LG&E is without knowledge or information sufficient to form a belief as to the truth of whether the gas meter was in the cellar. LG&E further states that on April 11, 2001 Mr. McKeehan called Customer Service disputing amounts owed, but noted his willingness to set up payment arrangements. In addition, Mr. McKeehan has not denied responsibility for the indebtedness owed for service at 4105 Southern Parkway from June 19, 1997 through December 17, 1997 anywhere in his Complaint.

g. As to the averment "That all charges be removed and that all harassment and threats of leaving me & my family (wife & 4 children) in the dark when the residence's bill has been paid in full", LG&E denies any harassment and further states that all charges are appropriate. LG&E was justified in initially denying reconnection of service to Mr. McKeehan under 807 KAR 5:006, Section 14(1)(d).

4. LG&E denies all allegations contained 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

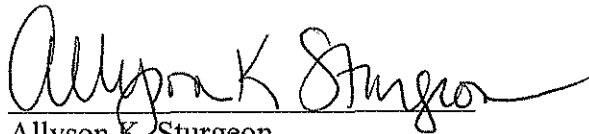
The Complainant has failed to set forth a *prima facie* case that LG&E has violated its tariff or any statute or Commission regulation, and the Complaint should be dismissed for that reason.

WHEREFORE, for all reason 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 LG&E be permitted to disconnect service for nonpayment of an indebtedness by this customer;
- (3) that this matter be closed on the Commission's docket; and
- (4) that LG&E be afforded any and all other relief to which it may be entitled.

Dated September 5, 2006

Respectfully submitted,



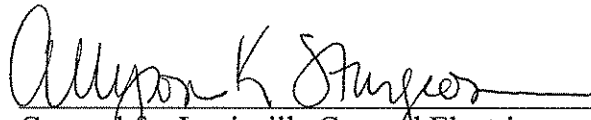
Allyson K. Sturgeon
Corporate Attorney
E.ON U.S. LLC
220 West Main Street
Louisville, KY 40202
(502) 627-2088

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on the following on the 5th day of September, 2006, U.S. mail, postage prepaid:

John McKeehan
2907 Arlington Road
Louisville, Kentucky 40232-5590


Lawrence W. Cook, Esq.
Assistant Attorney General
1024 Capital Center Drive,
Suite 200
Frankfort, Kentucky 40601-8204


Counsel for Louisville Gas and Electric
Company

Ernie Fletcher
Governor

LaJuana S. Wilcher, Secretary
Environmental and Public
Protection Cabinet

Christopher L. Lilly
Commissioner
Department of Public Protection


Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

Mark David Goss
Chairman

Teresa J. Hill
Vice Chairman

August 3, 2006

Mr. John McKeehan
2907 Arlington Road
Louisville, KY 40220-1311

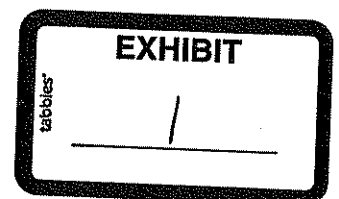
Dear Mr. McKeehan:

Thank you for contacting the Public Service Commission regarding Louisville Gas & Electric. You requested reconnection of service at the above address.

Service was disconnected for nonpayment on July 25, 2006 for \$149.15. You paid \$309.38 on July 26, 2006, which included \$149.15 that was past due plus the current bill of \$160.23. Reconnection was denied because you owed \$5,174.61 for previously bankrupt amounts. The bankruptcy was dismissed November 22, 2004, making this a legally owed debt. The debtors listed on the bankruptcy were John W. McKeehan and Shannon L. McKeehan. Case number 04-93564-BHL-13.

The bankruptcy included debts for the following addresses:

- 319 M Street, Apt 1F (Acct. No. 8000215825002) from April 1, 1996 – February 20, 1997. Balance owed was \$2,693.73.
 - On April 1, 1996, the service was put in your name per the application.
 - On October 30, 1996, electric was disconnected for non-payment. (Meter read 65946.)
 - On December 2, 1996, the electricity was found on illegally. The service was disconnected again. (Meter read 66624.)
 - On January 8, 1997, the electricity was turned on illegally but was not disconnected again because of cold weather.
 - On February 4, 1997, electricity was cut off. (Meter read 67295.)
 - On February 20, 1997, Hussain Jabran applied for service that forced the account out of your name.



Mr. John McKeehan
Page 2
August 3, 2006

- 319 M Street, Apt 2F (Account. No. 8000215825003) from April 1, 1996 – June 2, 1997. Balance owed was \$604.85.
 - On April 1, 1996, service was put in your name per the application.
 - On October 30, 1996, service was disconnected for non-payment. (Meter read 32647.)
 - On December 2, 1996, electricity was found on illegally. It was disconnected again. (Meter read 35106.)
 - On February 4, 1997, electric was found on illegally. It was disconnected again. (Meter read 35772.)
 - On June 2, 1997, the electric meter was removed.

- 4105 Southern Parkway (Account No. 8000215825004) from June 19, 1997 – December 17, 1997. Balance owed was \$1,876.03.
 - On June 19, 1997, service was put in your name per a phone call.
 - On September 29, 1997, the electricity was disconnected for non-payment. (Meter read 89822.)
 - On October 28, 1997, the electricity was on illegally and the service was disconnected at the pole.
 - On December 3, 1997, gas was disconnected.
 - On December 17, 1997, Dr. Gupta called to put service in his name, which forced the service out of your name.

During these time periods, service was never disconnected by your calling to disconnect the service. Service was either disconnected for non-payment or because someone else called to place service in their name. It appears the bill for which LG&E is holding you responsible, is your bill.

According to 807 KAR 5006 Section 12 (1) (copy enclosed) "if the customer notifies the utility of his request for termination by telephone, the burden of proof is on the customer to prove that service termination was requested if a dispute arises".

If you have supporting documentation that provides proof of payments or proof of disconnect requests for which you were not given credit, please forward the proof to my attention at the above address. You can reach me by calling 1-800-772-4636

Sincerely,

Ginny Smith, Director
Consumer Services