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Ms. Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

RECEIVED

JUN 28 2007

**PUBLIC SERVICE
COMMISSION**

**Louisville Gas and Electric
Company**
State Regulation and Rates
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Louisville, Kentucky 40232
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Rick E. Lovekamp
Manager - Regulatory Affairs
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June 28, 2007

**Re: In the Matter of: Donald G. Simpson v. Louisville Gas and Electric
Company
Case No. 2007-00213**

Dear Ms. O'Donnell:

Enclosed please find and accept for filing the original and ten (10) copies of Louisville Gas and Electric Company's Answer and Motion to Dismiss to the Compliant of Donald G. Simpson in the above-referenced proceeding.

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

Sincerely,

A handwritten signature in black ink that reads 'Rick E. Lovekamp'. The signature is written in a cursive, flowing style.

Rick E. Lovekamp

Enclosures

cc: Donald G. Simpson (w/Encl.)

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

	DONALD G. SIMPSON)	
)	
	COMPLAINANT)	
)	
vs.)	CASE NO. 2007-00213
)	
	LOUISVILLE GAS AND ELECTRIC)	
	COMPANY)	
)	
	DEFENDANT)	

ANSWER AND MOTION TO DISMISS
OF LOUISVILLE GAS AND ELECTRIC COMPANY

In accordance with the Kentucky Public Service Commission's ("Commission") Order of June 18, 2007 in the above-captioned proceeding, Louisville Gas and Electric Company ("LG&E") respectfully submits this Answer to the Complaint of Donald G. Simpson ("Mr. Simpson") filed on May 31, 2007.

1. With regard to the allegations contained in paragraph (a) of the Complaint, LG&E admits, on information and belief, that Mr. Simpson's address is 1726 Garland Avenue, Louisville, Kentucky 40210.

2. With regard to the allegations contained in paragraph (b) of the Complaint, LG&E states that its primary business address is 220 W. Main Street, Louisville, Kentucky 40202.

3. With regard to the allegations contained in paragraph (c) of the Complaint, LG&E states as follows:

a. With regard to the averment that “I had someone contact them in Nov. 04 that I was locked up a 5 yr sentence that they need to turn my electric off which they did not do until May of 2005 causing a balance of \$192.00”, LG&E affirmatively states that Jacqueline Keith contacted one of its call centers on December 14, 2004, requesting that service be discontinued at 5101 Valiant Drive, Apartment 1, Louisville, Kentucky 40216, because Mr. Simpson would be incarcerated for the next three years. At that time, LG&E explained to Ms. Keith that, in order to protect the customer from having his utility service be disconnected without his permission, LG&E would need to either have court documentation that Mr. Simpson was incarcerated, or hear from a person with a documented Power of Attorney for Mr. Simpson that service should be disconnected. In the meantime, Ms. Keith was advised that Mr. Simpson would remain liable on the account. A copy of an audio recording of that telephone call with Ms. Keith is attached hereto as Exhibit A. LG&E established gas and electric service at 5101 Valiant Drive, Apt. 1, in Mr. Simpson’s name on June 11, 2004. Electric service to this account was disconnected for nonpayment on February 15, 2005, and gas service to this account was disconnected for nonpayment on April 13, 2005. LG&E further states that utility service was taken out of Mr. Simpson’s name on May 16, 2005, after all service to the account was disconnected for nonpayment and there was no activity on the account. At that time, a balance of \$383.56 was owed. On May 18, 2005, Mr. Simpson’s deposit and interest on the account were applied to the unpaid balance, leaving a remaining balance of \$196.43.

b. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment that “I could not contact them from prison.”

c. As to the averment that “I thought they had been contacted anyway to discontinue service,” LG&E is without knowledge or information sufficient to form a belief as to

what Mr. Simpson thought. As stated above, however, although LG&E was contacted by Ms. Keith to discontinue service to 5101 Valiant Drive, Apartment 1, LG&E explained that it could only disconnect service with authorization from someone with documentation giving them Mr. Simpson's power of attorney or with production of court documentation showing the date Mr. Simpson was incarcerated. Until that time, LG&E explained that Mr. Simpson would remain liable for the account.

d. LG&E admits the averment that "Louisville Gas & Electric has record of Miss Jackie Keith calling them."

e. As to Mr. Simpson's request that LG&E "wipe out [the] balance" so that he can get service put in his name at 1726 Garland Avenue, LG&E denies that this relief is appropriate.

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 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.

THIRD AFFIRMATIVE DEFENSE AND MOTION TO DISMISS

Title 807 KAR 5:006, Section 12(1) provides that "[a]ny customer desiring service terminated or changed from one address to another shall give the utility three (3) working days'

notice in person, in writing, or by telephone.” Pursuant to this regulation, the burden of proof is on the customer to prove that service termination was requested if a dispute arises. A “customer” is defined as “any person, firm, corporation or body politic applying for or receiving service from any utility.” 807 KAR 5:006, Section 1(2).

During the time period in question, the only customer of record on this account was Mr. Simpson. It is undisputed that Mr. Simpson did not notify LG&E in person, in writing, or by telephone that he desired to terminate service on this account. In order to protect the customer from wrongful termination of service by an unauthorized third party, LG&E requires the customer who has been receiving electric service to notify the Company when discontinuance of service is desired. Accordingly, the customer is required to pay for all service furnished until such notice has been given and final meter readings made by the Company. See LG&E’s Rates, Terms and Conditions for Furnishing Electric Service, P.S.C. of Ky. Electric No. 6, Original Page No. 82.

In this instance, since the caller indicated that Mr. Simpson was unable to contact LG&E directly, LG&E offered two options for discontinuing service: (1) present court documentation which provided information on the term of incarceration; or (2) have the person with Mr. Simpson’s power of attorney contact LG&E reiterated to Ms. Keith that service would remain in Mr. Simpson’s name until one of these options were exercised. An audio recording of the telephone call with Ms. Keith is attached hereto on a disk marked as Exhibit A.

On May 9, 2007 Mr. Simpson requested service at his current address and LG&E explained that he had a pending balance that would need to be paid in full prior to establishing new service. LG&E also provided contact information to Mr. Simpson to see if financial assistance may have been available from a local agency. On May 29, 2007 Mr. Billie Himbaugh, owner of home at 1726 Garland Avenue contacted LG&E and requested service be disconnected

on May 31, 2007.¹ In response to the request of the customer, Mr. Himbaugh, LG&E turned off electric service at the sleeves and gas was turned off at the meter on June 1, 2007. LG&E was contacted on May 30, 2007 from a local agency pledging to pay Mr. Simpson's unpaid balance of \$196.43 in full, which was posted to Mr. Simpson's account on June 5, 2007. After receiving notice that a pledge had been made on the account, LG&E's service technician arrived at Mr. Simpson's home on June 6, 2007 to connect service. At that time, electric service to the meter was already connected, and the meter was upside down.

LG&E's policy of, and the Commission's regulations, requiring customers to provide notice for requesting termination of service is for the protection of customers. The purpose of this policy is to prevent anyone who wants to cause hardship to the customer (who is not listed on the account) from terminating service to the account without the authorization of the customer.

For all of the reasons set forth above, LG&E acted in full compliance with its tariff and the Commission's statutes and regulations. Accordingly, Mr. Simpson's Complaint should be dismissed.

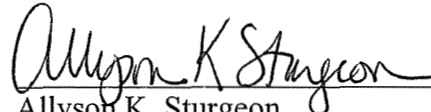
¹ Mr. Billie Himbaugh requested service on January 29, 2007. Service was placed in his name at 1726 Garland Avenue on January 30, 2007.

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

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

Dated: June 27th, 2007

Respectfully submitted,



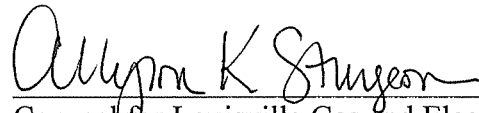
Allyson K. Sturgeon
Corporate Attorney
E.ON U.S. LLC
220 West Main Street
Louisville, Kentucky 40202
(502) 627-2088

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 on the 27th day of June, 2007, U.S. mail, postage prepaid:

Donald G. Simpson
1726 Garland Avenue
Louisville, Kentucky 40210



Counsel for Louisville Gas and Electric
Company