



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

June 13, 2005

RECEIVED

JUN 13 2005

PUBLIC SERVICE  
COMMISSION

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

**RE: St. Francis De Sales High School (Case No. 2005-00213) v. LG&E**

Dear Ms. O'Donnell:

In accordance with the Commission's Order dated June 3, 2005, in the above-captioned proceeding, enclosed please find an original and ten (10) copies of the response of Louisville Gas and 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:

ST. FRANCIS DE SALES HIGH SCHOOL	)
	)
COMPLAINANT	)
	)
vs.	)
	)
LOUISVILLE GAS AND ELECTRIC COMPANY	)
	)
DEFENDANT	)

JUN 13 2005  
PUBLIC SERVICE  
COMMISSION

CASE NO. 2005-00213

NOTICE OF SATISFACTION

On May 31, 2005, St. Francis De Sales High School (“DeSales”), represented by Mr. David Cary Ford, filed a formal complaint against Louisville Gas and Electric Company (“LG&E”) alleging that DeSales did not bear the financial responsibility for the removal of a tree that created a potential hazard to a LG&E’s utility lines and has probably caused previous failures to the lines. Because the tree trunk was not within LG&E’s easement, LG&E attempted to resolve the hazard by removing a portion of the tree. Pursuant to cost estimates, it was as cost-effective to remove the entire tree as to remove a portion. Normally, tree owners share the responsibility and costs required to remove their trees. LG&E believes this practice to be fair to the tree owner as well as to all of our customers. In view of the fact that the tree was a hazard to LG&E’s lines, the tree was cut down at LG&E’s cost. It was LG&E’s understanding that the DeSales representative agreed that DeSales would remove the tree wood at its cost. DeSales has denied agreeing to this cost allocation. Due to this miscommunication and in order to resolve this matter, LG&E has agreed to remove the tree wood from the school property at the

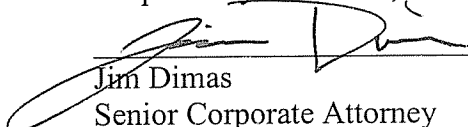
Company's cost. Arrangements are being made to remove the tree wood during the week of June 13th, 2005, weather permitting.

**WHEREFORE**, in light of this satisfaction, LG&E respectfully requests:

- (1) that the Complaint herein be dismissed without further action being taken by the Commission; and
- (2) that this matter be closed on the Commission's docket.

Dated: June 13, 2005

Respectfully submitted,

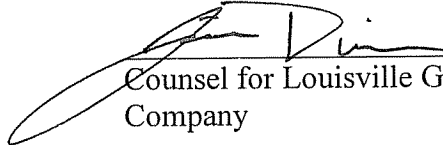
  
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Jim Dimas  
Senior Corporate Attorney  
Louisville Gas and Electric Company  
220 West Main Street  
Louisville, Kentucky 40202

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Satisfaction was served on the following persons on the 13<sup>th</sup> day of June 2005, U.S. mail, postage prepaid:

David Cary Ford  
Ford, Klapheke & Meyer  
900 Kentucky Home Life Building  
Louisville, KY 40202

Attention: Judy Heare  
St. Francis DeSales High School  
425 Kenwood Drive  
Louisville, KY 40214

  
Counsel for Louisville Gas and Electric  
Company