



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

September 30, 2005

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SEP 30 2005

PUBLIC SERVICE
COMMISSION

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

RE: Richard Dudley Ford (Case No. 2005-00380) v. LG&E

Dear Ms. O'Donnell:

In accordance with the Commission's Order dated September 22, 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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SEP 30 2005

PUBLIC SERVICE
COMMISSION

In the Matter of:

RICHARD DUDLEY FORD)
)
 COMPLAINANT)
)
 v.)
)
 LOUISVILLE GAS AND ELECTRIC)
 COMPANY)
)
 DEFENDANT)

CASE NO. 2005-00380

* * * * *

ANSWER OF LOUISVILLE GAS AND ELECTRIC COMPANY

In accordance with the Kentucky Public Service Commission's ("Commission") Order of September 22, 2005 in the above-captioned proceeding, Louisville Gas and Electric Company ("LG&E") respectfully submits this Answer to the Complaint of Richard Dudley Ford ("Mr. Ford") filed on September 15, 2005. In support of its Answer, and in response to the specific averments contained in said Complaint, LG&E states as follows:

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 “[t]he electric service charges for service location #59 Alexis Cove, Prospect, Kentucky can not be correct or possible.”

b. LG&E admits the averment that “the service is a boat dock.”

c. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment that “There is one light bulb on a walkway and a five amp battery charger turned on.”

d. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment that “[n]o other electrical appliances are used.”

e. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment that during “[t]he time in question – February bill for 2004 and 2005 – the boat is closed for the winter months and not used.”

f. As to the averment that “[i]n the summer months with the use of air conditioning and refrigerator, the electric use was less than the winter,” LG&E admits that some of the greatest electric use occurred during the winter months.

g. As to the averment that “the stated use of 1209 KWH was 1/3 more than my home for the same period of time,” LG&E admits that 1209 KWH is more than Mr. Ford was billed for electric use at his home during the February, 2005 billing cycle. However, it should be noted that, because of inclement weather, the meter at 59

Alexis Cove was unable to be read in January, 2005. As a result, the January bill was calculated based on estimated consumption of 31 KWH. In all likelihood, some portion of the 1209 KWH billed during February, 2005 was actually used during the prior month.

h. As to the averment that an “LG&E representative told me that someone must have hooked on to my service and stolen the electricity,” LG&E admits that this scenario may have occurred. However, such a statement by a customer service representative would have been an opinion only, offered as one possible explanation for higher than expected electrical consumption. Further, pursuant to Original Sheet No. 83.1 of LG&E’s tariff for electric service, “[t]he Customer assumes all responsibility for the electric service upon the Customer’s premises at and from the point of delivery of electricity.”

i. As to the averment that “[t]he electricity bandit stole almost the same amount of electricity in the same months in two different years,” LG&E states that its record of electricity use for 59 Alexis Cove speaks for itself.

j. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment that “[t]he electric service is a 60 amp, 120 volt service.”

k. LG&E is without knowledge or information sufficient to form a belief as to the truth of the averment that “[t]he power cord to the boat is a 12-gauge wire.”

l. As to Mr. Ford’s belief that “this size wire would [not] conduct that amount of electricity without some overheating damage to the wire or plug,” LG&E

denies this averment and affirmatively states that 12 gauge wire is sufficient to carry enough load to support the amount of consumption in question.

m. To the extent that there are any additional averments contained in the questions at the end of paragraph (c) of the Complaint, LG&E denies these allegations.

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

LG&E affirmatively states that Mr. Ford's electric meter (Number 756284) was placed into service on December 4, 2002, with a "00000" reading. Mr. Ford first contacted LG&E customer service on February 22, 2005, with complaints about his high bill. On April 21, 2005, a high bill exam was completed on this account. An LG&E service person traced the meter and found that it appropriately supplied 59 Alexis Cove. At that time, the meter read as "12291." On May 24, 2005, Mr. Ford's electric meter (Number 756284) was replaced with another meter (Number 686625). At that time, meter number 756284 read "12421" and, on June 6, 2005, that meter was again read as "12421" and tested at 99.87% accuracy, in conformity with 807 KAR 5:041, Section 15(2). LG&E also notes that electrical consumption at 59 Alexis Cove has steadily decreased over the past three winters. During the past three winter seasons (beginning December, 2002 and ending April, 2005), the five months of December to April totaled 6089, 3081, and 1436 respectively.

SECOND AFFIRMATIVE DEFENSE

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

THIRD AFFIRMATIVE DEFENSE

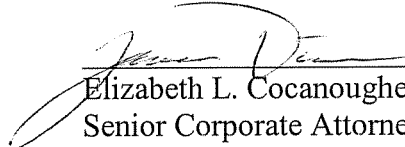
Complainant has failed to set forth a *prima facie* case that LG&E has violated its tariff or any statute or Commission regulation, and the Complaint should be dismissed for that reason.

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; and
- (3) that LG&E be afforded any and all other relief to which it may be entitled.

Dated: September 30, 2005

Respectfully submitted,


Elizabeth L. Cocanougher
Senior Corporate Attorney
LG&E Energy LLC
220 West Main Street
Louisville, Kentucky 40202
(502) 627-4850

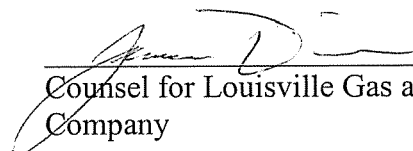
James J. Dimas
Senior Corporate Attorney
LG&E Energy LLC
220 West Main Street
Louisville, Kentucky 40202
502/627-3712

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 30th day of September, 2005, U.S. mail, postage prepaid:

Richard Dudley Ford
2027 Winston Avenue
Louisville, Kentucky 40205


Counsel for Louisville Gas and Electric
Company