

## S T O L L · K E E N O N · O G D E N

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## VIA HAND DELIVERY

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APR 1 7 2006

PUBLIC SERVICE COMMISSION

Elizabeth O'Donnell Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40601

## RE: <u>Patricia Conner Young v. Louisville Gas and Electric Company</u> Case No. 2004-00425

Dear Ms. O'Donnell:

On April 11, 2006, Louisville Gas and Electric Company ("LG&E") received by mail a copy of the Commission's Intra-Agency Memorandum ("Memorandum") concerning the March 15, 2006 informal conference in this case. Your letter accompanying the Memorandum requested comments thereon within five days of receipt of the letter. LG&E appreciates the opportunity to comment on the Memorandum and makes several comments below.

First, the third full paragraph of the Memorandum states, "Mrs. Connor-Pratt claimed that the first disconnection occurred despite her having received winter hardship funds from a local community action group." LG&E's representatives do not recall Mrs. Conner-Pratt as describing the funds as "winter hardship funds," though she did claim to have received funds from a community action agency.

Second, the fourth paragraph of the Memorandum states, "LG&E states that it never received notice that Mrs. Connor-Pratt had received a winter hardship certificate or funds." Again, LG&E's representatives do not recall that Mrs. Conner-Pratt characterized funds as "winter hardship funds." More importantly, LG&E's representatives do not recall denying having received notice of community action funds for Mrs. Conner-Pratt; rather, they denied having received such funds (or notice thereof) at a time that would have affected the disconnection of which Mrs. Conner-Pratt complained.

Third, the fourth paragraph of the Memorandum states, "LG&E stated that its records indicated Mrs. Conner-Pratt's service was disconnected on dates different from those she alleged -- on January 13, 2006 for non-payment and again on January 30, 2006 because of alleged

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damage to the electric meter base." LG&E's representatives recall stating that the disconnection dates were January 10, 2006, for non-payment and January 20, 2006, because of damage to Mrs. Conner-Pratt's electric meter base.

Fourth and finally, the fourth paragraph of the Memorandum states, "Mrs. Conner-Pratt denies that the meter base was damaged." LG&E's representatives do not recall that Mrs. Conner-Pratt denied that her meter base was damaged. LG&E's representatives do recall Mrs. Conner-Pratt arguing that her meter base was not sufficiently damaged to justify disconnecting her service on safety grounds.

Again, LG&E appreciates the opportunity to comment on the Memorandum. Should you have any questions or need any additional information, please contact me at your convenience.

Yours very truly, W. Durean Crossby III by Dawh adars

W. Duncan Crosby III

WDC/ec Enclosures cc: J.E.B. Pinney Patricia Conner Pratt