



Jeff DeRouen
Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
Frankfort, Kentucky 40602

March 1, 2010

RE: Cynthia Vogt v. Louisville Gas and Electric
Case No.: 2009-00482

Dear Mr. DeRouen:

Enclosed please find an original and eleven (11) copies of Louisville Gas and Electric Company's Answer to Complainant's Complaint.

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,

Allyson K. Sturgeon

AKS/kmw
Enclosures

C: Parties of Record

RECEIVED

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PUBLIC SERVICE
COMMISSION

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

CYNTHIA VOGT)	
)	
COMPLAINANT)	
)	
v.)	CASE NO.
)	2009-00482
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 February 18, 2010 in the above-captioned proceeding, Louisville Gas and Electric Company (“LG&E” or the “Company”) respectfully submits this Answer to the Complaint of Cynthia Vogt (“Ms. Vogt”) filed on December 7, 2009. In support of its Answer, and in response to the specific averments contained in said Complaint, LG&E states as follows:

1. 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.

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

a. With regard to the averment that “LG&E has started billing customers in a 28 day cycle,” LG&E affirmatively states that, in accordance with the Commission’s Order of February 5, 2009 in Case No. 2008-00252, payment of a customer’s bill is due twelve days after the date of the bill. However, so long as payment is received within fifteen days from the date of the bill, the account will not be considered delinquent. Further, consistent with the Commission’s regulation at 807 KAR 5:006, Section 14(1)(f)(1), service will not be terminated before twenty-seven days after the mailing date of the original unpaid bill.

b. With regard to the averment, “[t]his practice has led to my bill being paid late twice in the last several months,” LG&E agrees that, since May 2009, Ms. Vogt has been assessed a late payment charge on her LG&E bill on two occasions. However, LG&E is without knowledge or information sufficient to form a belief as to the truth of the statement that LG&E’s billing practice led to Ms. Vogt’s late payment.

c. With regard to the statement that “I have always paid my LGE bill on the 1st of the month,” LG&E affirmatively states that, since January 1, 2009, Ms. Vogt’s payments were posted on the following dates:

February 4, 2009
February 26, 2009
April 2, 2009
May 4, 2009
June 2, 2009

July 2, 2009
August 3, 2009
September 8, 2009
October 5, 2009
November 6, 2009

November 23, 2009
December 26, 2009
January 29, 2010

d. With regard to Ms. Vogt's statement that "for 10 years, I had never been late," LG&E affirmatively states that, based upon available records, it is unaware of any other instance in which Ms. Vogt's payment has been late.

e. With regard to the averment that "[r]ecently LG&E has changed to a 28 day billing cycle," LG&E affirmatively states that, in accordance with the Commission's Order of February 5, 2009 in Case No. 2008-00252, payment of a customer's bill is due twelve days after the date of the bill. However, so long as payment is received within fifteen days from the date of the bill, the account will not be considered delinquent. Further, consistent with the Commission's regulation at 807 KAR 5:006, Section 14(1)(f)(1), service will not be terminated before twenty-seven days after the mailing date of the original unpaid bill.

f. With regard to the statement that "this has caused my bill to be due anywhere from the 30th of the month to the 5th of the month," LG&E acknowledges that, since April, 2009, Ms. Vogt's bill has been due between the 30th of the month and the 5th of the month. Prior to that time, Ms. Vogt's bills were generally due between the 6th of the month and the 9th of the month.

g. With regard to the statement that "I pay bills twice a month," LG&E affirmatively states that it is without knowledge or information sufficient to form a belief as to the truth of that statement.

h. As to the averment that “[t]he LGE bill is not here in time to be paid on the 15th, but they are not allowing enough time to be paid on the 1st,” LG&E affirmatively states that, on January 27, 2010, it offered to put Ms. Vogt on the FLEX option which would allow her additional time to pay her bill each month, and therefore denies the averment. However, Ms. Vogt refused the offer.

i. With regard to the statement that “18 Nov 09. LGE expect payment in their office by 30 Nov 09. That is 8 business days,” LG&E affirmatively states that Ms. Vogt’s bill was issued on November 16, 2009 and was due on November 30, 2009. In accordance with the Company’s tariff, customer bills are due within twelve days from the date of bill. Since the twelve days ran on a Saturday, the due date in this instance was pushed two days to Monday.

j. As to the averment that “[a]lso I’m curious to know, with LGE’s new billing system are we now billed 13 times a year instead of 12 thereby incurring the monthly charge 13 times a year,” LG&E affirmatively states that, in 2009, only twelve bills were issued to Ms. Vogt,¹ and Ms. Vogt only made twelve payments in 2009.² However, there were thirteen due dates in 2009, because the bill due on January 9, 2009 was issued on December 19, 2008.

3. LG&E denies all allegations contained in the Complaint which are not expressly admitted in the foregoing paragraphs of this Answer.

¹ In 2009, LG&E issued bills to Ms. Vogt on the following dates: January 21, February 18, March 17, April 21, May 19, June 19, July 21, August 19, September 21, October 19, November 17, and December 18.

² In 2009, LG&E posted payments from Ms. Vogt on the following dates: February 4, February 26, April 2, May 4, June 2, July 2, August 3, September 8, October 5, November 6, November 23, and December 26.

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

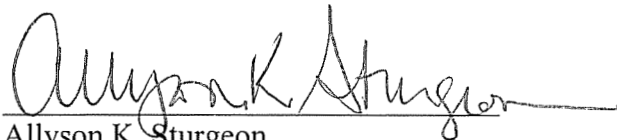
The Complainant has failed to set forth a *prima facie* case that LG&E has violated its tariff or any statute or Commission regulation, and the Complaint should be dismissed for that reason.

WHEREFORE, for all of the 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: March 1, 2010

Respectfully submitted,




Allyson K. Sturgeon
Senior 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 1st day of March, 2010, U.S. mail, postage prepaid:

Cynthia Vogt
3801 Carriage Pointe Drive
Crestwood, Kentucky 40014-8537


Counsel for Louisville Gas and Electric
Company