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December 6, 2004

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

DEC 07 2004

PUBLIC SERVICE
COMMISSION

Re: Case No. 2004-00319

Dear Ms. O'Donnell:

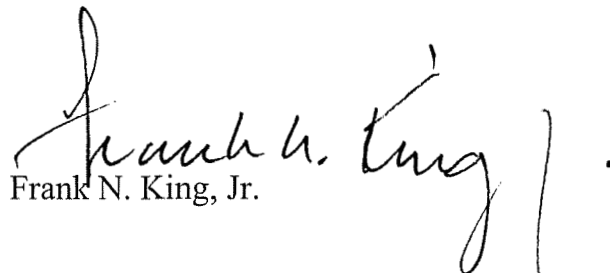
Enclosed for filing please find the original and 10 copies of Objection on behalf of Jackson Purchase Energy Corporation.

Your assistance in this matter is appreciated.

Very truly yours,

DORSEY, KING, GRAY, NORMENT & HOPGOOD

By


Frank N. King, Jr.

FNKJr/cds

COPY/w/encls.: Attorney General of Kentucky, Office of Rate Intervention
Jackson Purchase Energy Corporation

RECEIVED

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

DEC 07 2004

PUBLIC SERVICE
COMMISSION

In the Matter of:

**APPLICATION OF JACKSON PURCHASE)
ENERGY CORPORATION FOR)
ADJUSTMENTS IN EXISTING CABLE)CASE NO. 2004-00319
TELEVISION ATTACHMENT TARIFF)**

**OBJECTION TO MOTION FOR FULL INTERVENTION
OF BALLAD RURAL TELEPHONE COOPERATIVE CORPORATION, INC.**

Now comes applicant **JACKSON PURCHASE ENERGY CORPORATION** (“JPEC”), by counsel, and objects to the motion for full intervention of **BALLAD RURAL TELEPHONE COOPERATIVE CORPORATION, INC.** (“Ballard Rural”) on the following grounds:

1. JPEC acknowledges that Ballard Rural filed a formal complaint against JPEC in Case No. 2004-00036, which is now pending before the Commission. In the record of that case it is established that Ballard Rural and JPEC are parties to a joint use agreement dated June 5, 1954. Under that agreement the respective parties are granted rights to attach facilities to poles owned by the other party.

2. Ballard Rural mischaracterizes its relationship with JPEC when it refers to itself as “a customer of Jackson Purchase receiving pole attachment services.” See

paragraph 6 of Ballard Rural's motion. Ballard Rural is not a customer¹ of JPEC under this agreement, but is a contracting party. Ballard Rural does not receive services but has rights and responsibilities under the agreement.

3. A movant will not be granted full intervention as a matter of right. As provided in 807 KAR 5:001 Section 3(8), the Commission must find that the movant "has a special interest in the proceeding which is not otherwise adequately represented" or that full intervention "is likely to present issues or develop facts that assist the Commission in fully considering the matter." In Inter-County Rural Electric Cooperative Corporation v. Public Service Commission, Ky., 407 SW2d 127 (1966), an electric distribution cooperative sought the right to serve a certain customer. The co-op's wholesale supplier, East Kentucky Power, sought to intervene, contending that the maintenance of the integrity of the co-op's service area was "of vital importance in the cost of power and its rates and service" to the co-op and to all member cooperatives. The Commission denied the motion on the grounds the East Kentucky's interest was "just too remote." This was upheld by the Kentucky Court of Appeals.

4. If the interest of East Kentucky Power was too remote in the above case, certainly the interest of a regulated telephone utility that is trying to re-write the law and have the Commission's time honored decision in Administrative Case No. 251 changed, is also too remote. If Ballard Rural did not have the complaint pending against JPEC,

¹Ballard Rural takes electric service from JPEC at various locations and is a tariff customer for such electric service. However a customer in that context is totally irrelevant to the CATV rates under consideration in the instant case.

clearly Ballard Rural would not have standing to intervene. The fact that it happens to have this complaint pending should not change its stature.

5. Ballard Rural's interest is too remote, which nullifies any notion that it may have a special interest. Moreover, the fact that JPEC and Ballard Rural have had a contractual relationship for 50 years under their joint use agreement is irrelevant to the issues and facts in this proceeding. The issues Ballard Rural would attempt to present or the facts it would attempt to develop as a result of this contractual relationship undoubtedly would complicate or even disrupt these proceedings, contrary to 807 KAR 5:001 Section 3(8).

6. In the unlikely event that Case No. 2004-00036 results in Ballard Rural paying the exact same amount as CATV operators' rates, those rates will have been determined using established methodology approved by the Commission.

WHEREFORE, JPEC objects to the foregoing motion for full intervention and requests the Commission to deny the motion. JPEC further requests all proper relief.

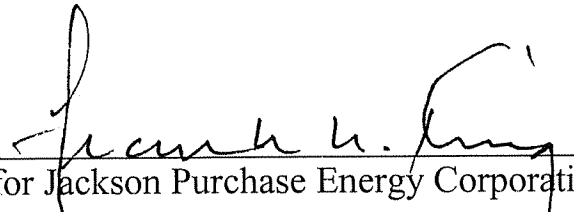
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Attorneys for Jackson Purchase Energy Corporation

By _____


Frank N. King, Jr.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing has been served upon John E. Selent and Holly C. Wallace, Dinsmore & Shohl, LLP, 1400 PNC Plaza, 500 West Jefferson Street, Louisville, KY 40202, counsel to Ballard Rural Telephone Cooperative Corporation, Inc., by mailing a true and correct copy of same on this 6th day of December, 2004.



counsel for Jackson Purchase Energy Corporation