

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

NOV 14 2005

PUBLIC SERVICE
COMMISSION

In the Matter of:

TRI-COUNTY FISH AND GAME CLUB)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2005-00441
)	
KENTUCKY UTILITIES COMPANY)	
)	
DEFENDANT)	

* * * * *

ANSWER OF KENTUCKY UTILITIES COMPANY

In accordance with the Kentucky Public Service Commission's ("Commission") Order of November 3, 2005 in the above-captioned proceeding, Kentucky Utilities Company ("KU" or the "Company") respectfully submits this Answer to the Complaint of Tri-County Fish and Game Club, George Steedly, President ("Tri-County") filed on October 26, 2005. In support of its Answer, and in response to the specific averments contained in said Complaint, KU states as follows:

1. KU admits the allegations contained in paragraph (a) of the Complaint, on information and belief.
2. KU admits the allegations contained in paragraph (b) of the Complaint.

3. With regard to the allegations contained in paragraph (c) of the Complaint, KU states as follows:

a. KU admits the statements that “Our Club desires electrical service. Our property consists of about 30 acres of strip-mined land containing 3 open sheds. Our property is in the Kenergy area but their closest service to our proposed meter pole is about 600 yards” on information and belief.

c. KU is without knowledge or information sufficient to form a belief as to the truth of the averment that “[a] line here would have to first cross another property owners front yard, then come through the center of our property taking out a large swath of our best woodland.”

d. With regard to the averment that “KU service, on the other hand, is already on our property. From their pole on the back of our property to our meter pole is wide open and only 100 yds,” KU states that it has two-phase primary voltage lines located approximately 300 feet (~ 100 yards) from the existing meter pole installed by Tri-County. In order to provide service to Tri-County, KU could install one overhead transformer and construct approximately 300 feet of secondary conductor and associated poles to the meter pole.

e. KU is without knowledge or information sufficient to form a belief as to the truth of the averment that “[n]ot only can we not afford the \$5000-\$7000 it would cost to hook to Kenergy, we do not wish to destroy our woodland and create an eyesore in the middle of our property.”

f. As to the averments that “Kenergy has agreed to let KU service us” and “KU will not accept the agreement,” KU affirmatively states that Kenergy is only

willing to allow KU to serve Tri-County on a temporary basis. Specifically, Kenergy wants to reserve the right to provide electric service to this property in the future, should the nature of the use of this property change. For this reason, KU is unwilling to make any investment to serve the property on a temporary basis or to sign the tendered agreement.

4. KU denies all allegations contained in the Complaint which are not expressly admitted in the foregoing paragraphs of this Answer.

FIRST AFFIRMATIVE DEFENSE

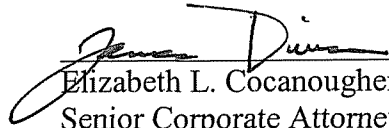
The property at issue in this Complaint is located wholly within the service territory of Kenergy Corp. (“Kenergy”). Although KU is ready, willing, and able to serve this customer, KU is unwilling to make any investment to serve Tri-County unless the territorial lines are re-drawn to include this property within KU’s service territory on a permanent basis.

WHEREFORE, for all of the reasons set forth above, Kentucky Utilities Company respectfully requests:

- (1) that the Commission deny Tri-County’s request that KU be made to sign the agreement tendered by Kenergy;
- (2) that the Commission determine the appropriate electric service provider for Tri-County and, if KU is determined to be the appropriate provider, re-draw the boundary lines to place Tri-County’s property in KU’s service territory; and
- (3) that KU be afforded any and all other relief to which it may be entitled.

Dated: November 14, 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

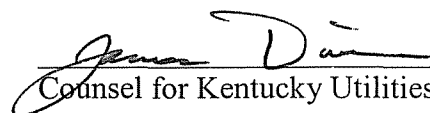
Counsel for Kentucky Utilities Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on the following on the 14 day of November, 2005, U.S. mail, postage prepaid:

George Steedly
President
Tri-County Fish and Game Club
430 Highway 41-A North
Providence, Kentucky 42450

Stephen Ray Dunn
800 Princeton Street
Providence, Kentucky 42450
Counsel for Tri-County Fish and Game Club



Counsel for Kentucky Utilities Company