

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

April 3, 2006

RECEIVED

APR 04 2006

PUBLIC SERVICE  
COMMISSION

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

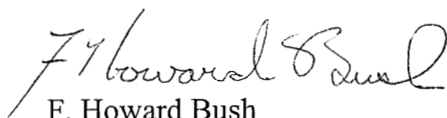
CASE 2005-00441

Dear Ms. O'Donnell:

Kentucky Utilities Company (KU) is herewith filing for Commission authorization the original and 10 copies of an Application for approval of certain changes in certified service territory, as agreed to between KU and **Kenergy Corp.**

In the Application, KU requests permission to file only two complete sets of the maps due to their bulk. If the Commission approves the requested territorial boundary changes, KU requests that the Commission make additional copies of the territorial maps, affix its approved stamp, and return a copy to each of the affected utilities for its records.

Sincerely,



F. Howard Bush  
Manager, Tariffs/Special Contracts

Enclosure





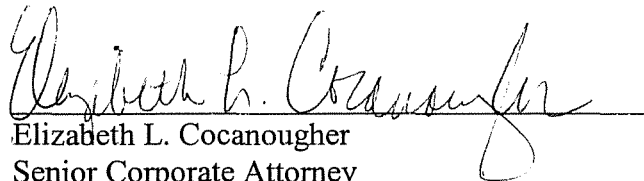
encumbering of the landscape and preventing the waste of materials and natural resources. The territorial maps provided and the accompanying agreement constitute the entire agreement between KU and KENERGY.

5. Agreement and Maps: Attached as Application Exhibit 1 of this filing are the summary list of the requested territorial changes identifying KU personnel familiar with the specifics of the facilities available, the reason for the change, and purposes served under KRS 278.016, and copies of the territorial map, detail maps, and agreement signed by both parties for the property involved.

**WHEREFORE**, KU hereby requests, pursuant to KRS 278.018, that the Commission enter its order approving the service territory changes and Agreements allocating these electric consumers as agreed to by the parties. Due to the bulk of the maps, KU requests the Commission to deviate from 807 KAR 5:001 Section 8 (2) and permit KU to file only two complete sets of maps.

Dated: April 3, 2006

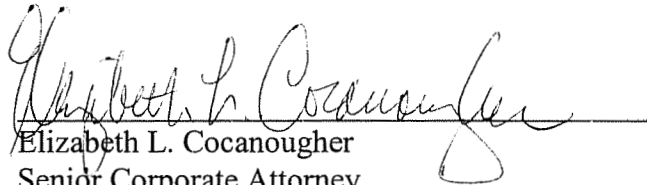
Respectfully submitted,



Elizabeth L. Cocanougher  
Senior Corporate Attorney  
E.ON U.S. Services Inc.  
220 West Main Street  
Louisville, Kentucky 40202  
502-627-4850

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Application was served on the Parties of Record on the 3<sup>rd</sup> day of April, 2006, U.S. mail, postage prepaid:

A handwritten signature in black ink, appearing to read "Elizabeth L. Cocanougher", is written over a horizontal line.

Elizabeth L. Cocanougher  
Senior Corporate Attorney  
E.ON U.S. Services Inc.  
220 West Main Street  
Louisville, Kentucky 40202  
502-627-4850

**PARTIES OF RECORD**

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

Mr. Stephen Ray Dunn  
Attorney for Tri-County Fish and Game Club  
800 Princeton Street  
Providence, KY  
42450

Mr. John Newland  
V.P. Engineering  
Kenergy  
6402 Old Corydon Road  
Henderson, KY 42419-0018

Mr. Frank Nib King, Jr.  
Attorney for Kenergy  
Dorsey, King, Gray, Norment & Hobgood  
318 Second Street  
Henderson, KY 42420

Elizabeth L. Cocanougher  
Senior Corporate Attorney  
E.ON U.S. Services Inc.  
220 West Main Street  
Louisville, Kentucky 40202

Mr. Martin J. Reinert  
Regulatory Analyst II.  
Regulatory Affairs  
E.ON U.S. Services Inc.  
220 West Main Street, 5<sup>th</sup> floor  
Louisville, KY 40202

**APPLICATION EXHIBIT 1**

**TERRITORIAL BOUNDARY CHANGES**

**MAPS &  
AGREEMENTS**

## SETTLEMENT AGREEMENT

Case No. 2005-00441

**THIS SETTLEMENT AGREEMENT** is made and entered into as of the 3rd day of April, 2006, by and among **TRI-COUNTY FISH AND GAME CLUB** (“Tri-County”), **KENTUCKY UTILITIES COMPANY** (“KU”) and **KENERGY CORP.** (“Kenergy”) (referred to separately as “Party” and together as “Parties”);

### **WHEREAS:**

(1) Tri-County, with address of 430 Highway 41A North, Providence, Kentucky 42450, is located entirely in Kenergy’s certified territory and desires single phase electric service for what is anticipated to be relatively minimum kWh usage, but Kenergy’s existing facilities for such service are located approximately 1300 feet from Tri-County’s service point whereas KU’s existing facilities are located approximately 300 feet from said service point;

(2) Tri-County estimates that it would have to expend \$5,000.00 to \$7,000.00 in order to have Kenergy as its service provider and has filed a complaint against KU in Case No. 2005-00441 requesting that KU be ordered to provide the service, and the Commission has added Kenergy as a party defendant in that case;

(3) KU has agreed to provide electric service to Tri-County for an indefinite period of time, subject to being terminated upon receipt of written notification from Kenergy that Kenergy has facilities in place to provide reliable service to Tri-County at no cost to Tri-County for the service being extended to Tri-County's service point, such termination also being subject to Commission approval;

(4) Kenergy has agreed to allocate the Tri-County premises to KU so that it will become a part of the KU certified territory, same to revert to Kenergy when the service is terminated and Kenergy's service commences, such reversion also being subject to Commission approval, and

(5) The Parties are in agreement with the foregoing arrangement and desire to set forth their agreement in writing for approval by the Commission; and

**NOW**, therefore, in consideration of the mutual promises and covenants of the Parties, **IT IS AGREED** as follows:

1. Upon Commission approval of this Settlement Agreement KU, at its expense, shall promptly commence providing electric service under its appropriate tariff to Tri-County at the existing service point.

2. KU's service to Tri-County shall be for an indefinite period of time. KU shall terminate such service upon (i) receipt of written notice from Kenergy that Kenergy desires to commence providing the service and (ii) approval



of the Commission. (Kenergy's notice to KU shall be mailed or personally delivered to the following address: 220 West Main Street Louisville, KY 40202 Attention: Manager - Regulatory Affairs ). Kenergy shall not give said notice unless and until it has facilities in place to provide reliable service to Tri-County, and KU and Kenergy shall assure that Tri-County receives continuous service during this transfer of service right. Tri-County shall incur no cost or expense for Kenergy's service being extended to Tri-County's service point. Nothing herein shall be construed as requiring Kenergy to provide electric service to Tri-County by any specific deadline.

3. While KU is providing the foregoing service the Tri-County premises shall be allocated to KU and shall become a part of its certified territory. Attached as "Exhibit A" is the legal description of the Tri-County premises and attached as "Exhibit B" is a map showing the boundary of the Tri-County premises. The Tri-County premises shall revert to Kenergy as a part of its certified territory when KU's service is terminated and Kenergy commences service to Tri-County. Commission approval will be required of reversion of the Tri-County premises to Kenergy's certified territory.

4. This Settlement Agreement is conditioned upon and subject to express approval of the Commission. The terms and condition of this Settlement Agreement are inseparable from one another and accordingly are not severable by

the Commission. In the event the Commission fails to approve this Settlement Agreement in its entirety, then this Settlement Agreement shall be deemed to be null and void and of no legal effect or consequence and the Parties shall be restored to status quo existing immediately prior to the execution of this Settlement Agreement; moreover, none of the terms herein shall be binding upon any Party nor shall the Settlement Agreement, or any of its terms, be admissible in any judicial or administrative proceeding.

5. This Settlement Agreement constitutes the complete agreement and understanding by and among the Parties hereto and any and all oral statements, representations or agreements made prior hereto or contemporaneously herewith shall be deemed to have been merged into this Settlement Agreement.

6. This Settlement Agreement shall inure to and be for the benefit of the Parties hereto, their successors and assigns.

7. This Settlement Agreement may be signed in counterparts, each of which shall be considered an original and all of which shall be deemed to be one and the same fully executed document.

**IN TESTIMONY WHEREOF**, witness the hands of the parties hereto by and through their duly authorized representatives this the day and date first above written.

**TRI-COUNTY FISH AND GAME CLUB**

By *George Steedly*

George Steedly  
(printed name)

President  
(title)

**KENTUCKY UTILITIES COMPANY**

By *F Howard Bush*

F HOWARD BUSH  
(printed name)

MGR, TARIFFS/SPECIAL CONTRACTS  
(title)

**KENERGY CORP.**

By *Mark A. Bailey*

Mark A. Bailey  
(printed name)

President & CEO  
(title)

TERRITORIAL CHANGE INFORMATION

(10/98)

Affected Property: TRI-COUNTY FISH & GAME CLUB  
Foreign Utility: KENERGY CORP.  
Quadrant Map: 78-6, 78-7, 78-14 & 78-15  
Agreement Date: 4/6/1999 (date of last signature)

- 1.  Utility signed copies of quadrant (Key) map showing revised territorial line with a note referencing the property/customer, and date of the territorial agreement. (1 mylar copy and 2 paper copies required for filing)
- 2.  Utility signed copies of site map and/or territorial agreement showing original and revised territorial boundary. (1 mylar copy and 2 paper copies needed for filing)  
The map must include coordinates accurate to within 3 meters for at least four points on the territorial line. It is preferable that these points include the beginning and ending points of the change. We also must provide the coordinate system used: This will be utilizing Global Positioning System (GPS) with the coordinates based upon WGS84.
- 3.  Copies of all written agreements (1 needed - not original).

- 4. Name of employee who would serve as KU=s witness if a hearing is required:  
DAREN SMILEY (PARKWAY DISTRICT)
- 5. Name and mailing address of the foreign utility, and the name and title their official who is to receive the Commission stamped quadrant map:  
MR JOHN NEWLAND  
V.P. ENGINEERING KENERGY  
6408 OLD CORYDON RD  
HENDERSON, Ky. 42419-0018

- 6. The reason(s) for the boundary change (realignment with lot/property lines, closest utility (give details), it is the least cost of providing service to the customer(s), etc.):  
CLOSEST UTILITY - KENERGY LINE WOULD COST APPROXIMATELY \$5,000 - \$7,000 AND KENTUCKY UTILITIES CAN GIVE REQUESTED SERVICE WITH A TRANSFORMER AND SECONDARY.

- 7. How does this boundary change promote the purposes of KRS 278.016? (check all that apply)
  - Promotes the orderly development of retail electric service
  - Avoids wasteful duplication of facilities
  - Avoids unnecessary encumbering of the landscape
  - Prevents waste of materials and natural resources
  - Is necessary for the public convenience and necessity
  - Minimizes disputes between retail electric suppliers which may result in inconvenience, diminished efficiency, and higher cost to the consumer

- 8. Will any retail customer change electric supplier as the result of this boundary change?
  - No (Check this if no retail customers were receiving service in affected territory prior to the boundary change.)
  - Yes (If yes, provide the information on Attachment 1 for each customer affected.)

For Kentucky Utilities  
March 30, 2006

Kentucky Utilities Co.  
&  
Kenergy  
HAD 19271 Ky. South Zone  
West of Madisonville, Hopkins, Co., Ky.  
March, 2006  
1" = 400'

CLAY 8.3 MI  
PROVIDENCE 2 MI

2-270 AC SR LINE

John E. ...  
FOR  
KENERGY  
3/30/06

X = 1420787.6  
Y = 388050.4

X = 1421271.0  
Y = 387931.6

X = 1421809.8  
Y = 387894.4

X = 1420744.7  
Y = 387765.6

X = 1421682.3  
Y = 387598.4

X = 1421819.0  
Y = 387743.4

X = 1420694.9  
Y = 387255.9

X = 1421215.1  
Y = 387266.3

X = 1421031.5  
Y = 387206.9

2-167 KVA  
69/4.16

KENERGY

REA

2-46W  
9CW-N

387

IN 2 R HATNER  
8.2 MI

816

0.1 MI TO KY

7°22'30"

07°45'

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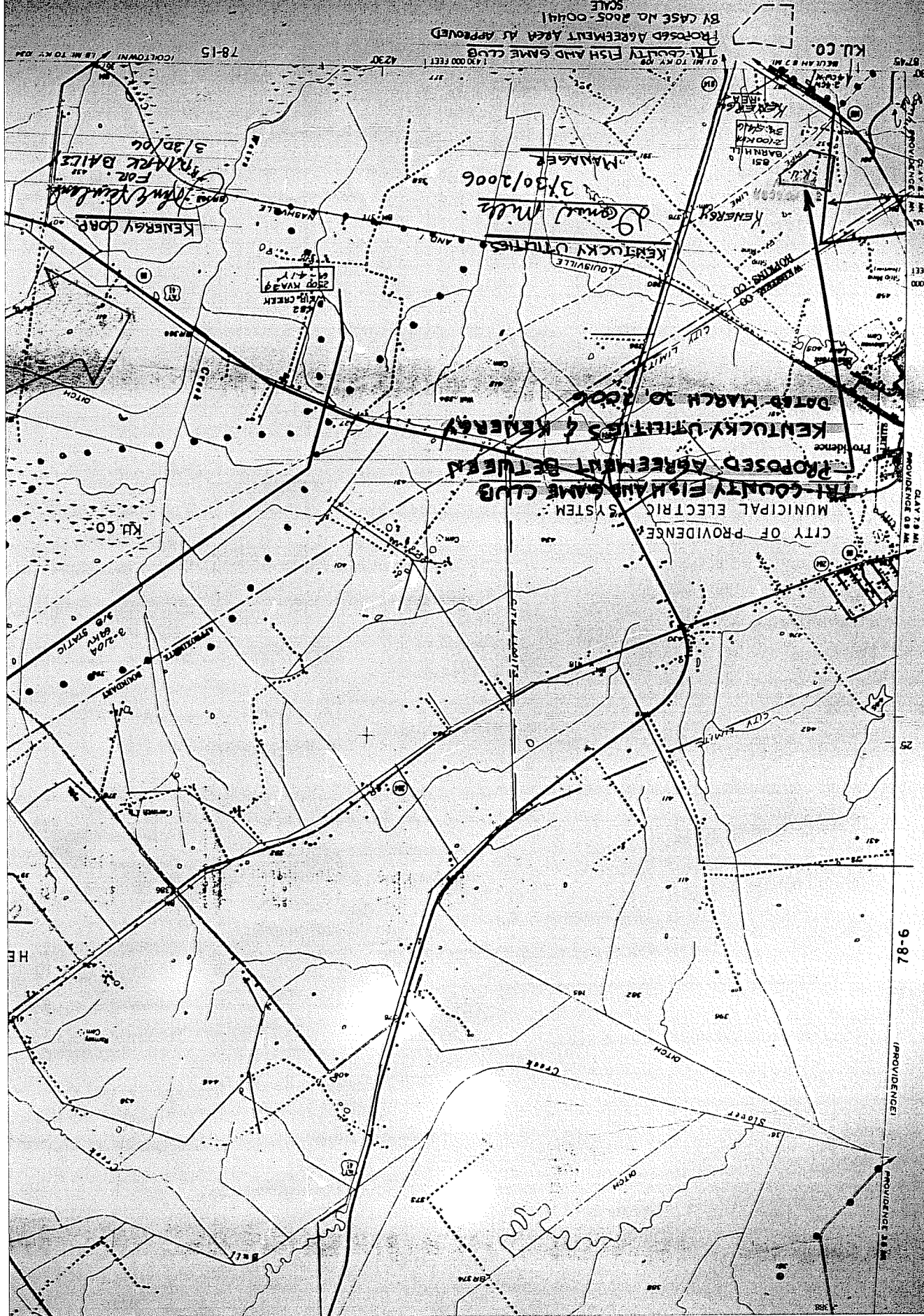
R.E.C.C. DISTRIBUTION

K.U. CO. DISTRIBUTION



UTILITIES

KENTUCKY UTILITIES CO.  
HENDERSON UNION RECD.  
CITY OF PROVIDENCE



PROPOSED AGREEMENT BETWEEN  
THE COUNTY FISH AND GAME CLUB  
AND KENTUCKY UTILITIES CO.

DATE: MARCH 30, 1906

BY CASE NO. 2005-00441  
APPROVED AGREEMENT AREA AS APPROVED  
SCALE

78-15

3/30/06  
FOR  
MARK BATES  
FOR  
JAMES W. NEWLANDS  
KENTUCKY CORR.

3/30/2006  
MILLER  
MANAGER

KENTUCKY UTILITIES  
LOUISVILLE

KENTUCKY UTILITIES & KENTUCKY  
PROPOSED AGREEMENT BETWEEN  
THE COUNTY FISH AND GAME CLUB  
MUNICIPAL ELECTRIC SYSTEM  
CITY OF PROVIDENCE

KU. CO.

3-2104  
3/30/06  
STATIC

9-87

PROVIDENCE 2.8 MI.  
PROVIDENCE 0.8 MI.