

DORSEY, KING, GRAY, NORMENT & HOPGOOD
ATTORNEYS-AT-LAW

318 SECOND STREET
HENDERSON, KENTUCKY 42420

JOHN DORSEY (1920-1986)
FRANK N. KING, JR.
STEPHEN D. GRAY
WILLIAM B. NORMENT, JR.
J. CHRISTOPHER HOPGOOD
S. MADISON GRAY

TELEPHONE
(270) 826-3965
TELEFAX
(270) 826-6672
www.dkgnlaw.com

November 29, 2005

VIA FEDEX and
FAX 502-564-3460

RECEIVED

NOV 29 2005

PUBLIC SERVICE
COMMISSION

Ms. Elizabeth O'Donnell
Public Service Commission
Post Office Box 615
Frankfort, Kentucky 40602

Re: Case No. 2005-00441

Dear Ms. O'Donnell:

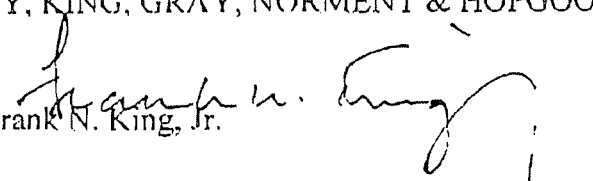
Enclosed for filing please find answer of Kenergy Corp. in the above case.

Your assistance in this matter is appreciated.

Very truly yours,

DORSEY, KING, GRAY, NORMENT & HOPGOOD

By


Frank N. King, Jr.

FNKJr/cds

Encls.

COPY/w/encls.: Hon. Elizabeth L Cocanougher
Hon. James J. Dimas
Mr. George Steedly
Hon. Stephen Ray Dunn

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

TRI-COUNTY FISH AND GAME CLUB,)	
COMPLAINANT)	
)	
)	
v.)	CASE NO. 2005-00141
)	
)	
KENTUCKY UTILITIES COMPANY and)	
KENERGY CORP.,)	
DEFENDANTS)	

ANSWER OF KENERGY CORP.

In response to the Commission's November 18, 2005, order Kenergy Corp. ("Kenergy") answers the Complaint as follows:

1. Kenergy admits the allegations contained in paragraph (a) of the Complaint on information and belief.
2. Kenergy admits the allegations contained in paragraph (b) of the Complaint.
3. With regard to the allegations contained in paragraph (c) of the Complaint, Kenergy states as follows:

a. Kenergy 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" on information and belief. Kenergy denies that the distance from its service to the proposed meter pole is about 600 yards, and states that this distance is approximately 1300 feet.

b. Kenergy is without knowledge or information sufficient to form a belief as to the truth of the allegation that "[a] line here would have to first cross another property owner's front yard, then come through the center of our property taking out a large swath of our best woodland."

c. With regard to the allegation 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." Kenergy is without knowledge or information sufficient to form a belief as to the truth of same.

d. Kenergy is without knowledge or information sufficient to form a belief as to the truth of the allegation 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."

e. Kenergy admits the allegations that "Kenergy has agreed to let KU service us" and "KU will not accept the agreement."

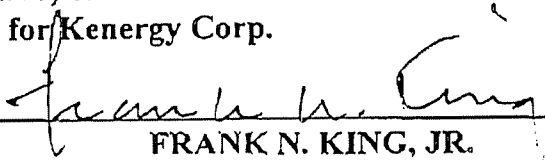
4. Kenergy denies all allegations contained in the Complaint that are not expressly admitted in the foregoing paragraphs of this Answer.

5. Pleading affirmatively, Kenergy states that the property at issue in this Complaint is located wholly within its service territory. However, Kenergy acknowledges receipt of KU's Motion for Leave to File an Amended Answer so that KU may take the position that if "Kenergy and the customer would prefer for KU to serve Tri-County, subject to the approval of the Commission, KU is ready, willing, and able to serve this customer for as long as the customer would like for KU to do so." Kenergy does not object to KU's motion and believes that the case can be resolved on this basis, subject to working out any necessary details.

WHEREFORE, Kenergy requests that the Commission take such actions as are reasonably necessary to accommodate the customer in promptly receiving reliable service and that in the process Kenergy be afforded any and all relief to which it may be entitled.

DORSEY, KING, GRAY, NORMENT & HOPGOOD

**318 Second Street
Henderson, Kentucky 42420
Telephone (270) 826-3965
Telefax (270) 826-6672
Attorneys for Kenergy Corp.**

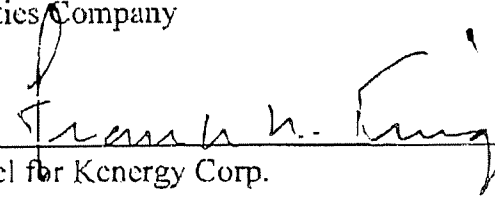
By 
FRANK N. KING, JR.

I hereby certify that the foregoing was served on the other parties herein by mailing a true and correct copy, postage prepaid, 29th this day of November, 2005, as follows:

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

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

Hon. Elizabeth L. Cocanougher
Hon. James J. Dimas
LG&E Energy LLC
220 West Main Street
Louisville, Kentucky 40202
Counsel for Kentucky Utilities Company


Counsel for Kenergy Corp.