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LEXINGTON, KENTUCKY 40507
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300 WHITAKER BANK BUILDING
P. O. BOX 1100
FRANKFORT, KENTUCKY 40602-1100
502-223-1200

GOVERNMENT RELATIONS OFFICE
STATE NATIONAL BANK BUILDING
SUITE 308
305 ANN STREET
FRANKFORT, KENTUCKY 40602-2847
502-875-1176

9300 SHELBYVILLE ROAD
SUITE 100
LOUISVILLE, KENTUCKY 40222
502-420-1306

February 25, 2010

RECEIVED

FEB 26 2010

PUBLIC SERVICE
COMMISSION

Mr. Gerald Wuetcher
Executive Advisor
Kentucky Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

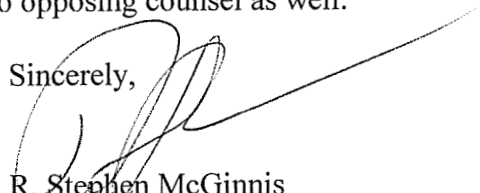
VIA UPS

Re: City of Greenup v. South Shore Waterworks & Public Service Commission
Case No. 2009-00247

Dear Mr. Wuetcher:

Find enclosed for filing the Answer of the City of Greenup to the Amended Complaint of South Shore Waterworks. Copies have been sent to opposing counsel as well.

Sincerely,


R. Stephen McGinnis

RSM/tlc
Enclosure

cc: Hon. R. Benjamin Crittenden (w/Enc.)

022510TLC

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION
CASE NO. 2009-00247

RECEIVED

FEB 26 2010

PUBLIC SERVICE
COMMISSION

SOUTH SHORE WATERWORKS CO.

COMPLAINANT

VS.

CITY OF GREENUP, KENTUCKY

DEFENDANT

ANSWER

The Defendant, City of Greenup, Kentucky, by and through counsel, hereby answers the Complaint of the Complainant:

FIRST DEFENSE

The Defendant admits numerical paragraph numbers 1, 2, 7, 8, 21 and 22 of the Complaint.

SECOND DEFENSE

The Defendant denies numerical paragraph number 3 of the Complaint and raises as an affirmative defense the fact that (a) the Complainant has no contract with the Defendant and (b) the Public Service Commission has no jurisdiction over the Defendant.

THIRD DEFENSE

The Defendant denies numerical paragraph numbers 4, 5, 6, 17, 18, 20, 24, 25, 26, 27, 28, 29, 31, 32, 35, 37, 41, 43, 44, 45, 46 and 47 of the Complaint.

FOURTH DEFENSE

The Defendant admits so much of the Complaint as states a dispute arose between the Plaintiff and the Defendant; however, the Defendant continues to deny there is any contract between the Plaintiff and the Defendant.

FIFTH DEFENSE

In regard to numerical paragraph number 9 of the Amended Complaint, the City admits the Commission entered such an Order but would state that said Order was overturned and held null and void by the later decision of the Kentucky Court of Appeals mentioned in the Answer, Complaint and Amended Complaint to this action.

SIXTH DEFENSE

The Defendant admits numerical paragraph number 10 of the Complaint but would state that those rates filed were done under protest and those rates have changed. The Defendant raises as an affirmative defense, to this paragraph and to the entire Complaint, *res judicata* and/or collateral estoppel.

SEVENTH DEFENSE

The Defendant admits so much of numerical paragraph number 11 of the Complaint as alleges that, by order of the Public Service Commission while the case was ongoing, the Defendant did provide water service to the Complainant.

EIGHTH DEFENSE

The Defendant admits numerical paragraph number 12 of the Complaint with the exception of the statement that the issuance of the opinion had no impact on the ongoing dispute between the Defendant and the Complainant. In fact, that opinion made clear there was no contract between the Defendant and the Complainant and that the Defendant was under no obligation to sell water to the Complainant and the Public Service Commission, absent a contract, had no jurisdiction.

The Defendant would specifically admit, however, that it has provided water to the Complainant on occasions subsequent to the issuance of the opinion.

NINTH DEFENSE

In regards to numerical paragraph number 13 of the Complaint, the Defendant would admit that it raised its monthly bill to \$28.50 on or about August 2007 and did not provide this rate increase to the Commission. However, the Defendant would state that it was under no obligation to do so as a contract was still not, and has yet to this day, been signed by its Mayor. The Defendant admits that the Complainant continued to pay the bill on a monthly basis.

TENTH DEFENSE

With regard to numerical paragraph number 14 of the Complaint, the Defendant would admit that on or about September 2008 the Defendant did increase its monthly bill to \$491.07. The Defendant would admit that it did not provide the Commission notice of the rate increase. However, the Defendant would deny, with all due respect, that it had any obligation to notify the Commission. The Defendant would admit that the Complainant has continued to pay the bill up until the Complaint was filed.

ELEVENTH DEFENSE

With regard to numerical paragraph number 15 of the Complaint, the Defendant denies the 1st, 3rd, 4th and 5th literary sentences. The Defendant admits the 2nd literary sentence of the Complaint.

TWELFTH DEFENSE

In regards to numerical paragraph number 16 of the Complaint, the Defendant would admit only that it did understand the Complainant lost the ability to operate its pumps for some period of time due to an electrical outage. The Defendant would also admit that it denied a request from the Complainant to sell water at that time. However, the Defendant would deny there was anything unjust, unreasonable, inadequate or insufficient or any wrongful act on behalf of the Defendant at all. In fact, the Defendant would affirmatively state that its information led it

to believe that at all times adequate water supply was available to the customers of the Complainant.

THIRTEENTH DEFENSE

As to numerical paragraph number 19 of the Complaint, the Defendant would admit so much of the allegation that the Complainant's customers must pay for the Defendant's water and states that the rest of paragraph does not bear any relevance to the Complaint of the Complainant at all. At no time was the Complainant in any sort of true "emergency" situation. The Defendant, through its Mayor, maintained close tabs on the situation through contact with local elected officials and emergency officials to ensure that if emergency water had been needed, the Defendant would have known.

FOURTEENTH DEFENSE

The Defendant denies numerical paragraph number 33, 34, 38 and 39 of the Complaint and states specifically that the rates filed on August 2002 are null and void as set forth on their face.

FIFTEENTH DEFENSE

In regard to numerical paragraph number 40 of the Complaint, the Defendant would admit that the bills to South Shore Waterworks has changed over the years. The City attaches as Exhibit 1 to this Answer a complete billing history of the City of South Shore account, including billings and payments and would state that this represents an accurate depiction of what South Shore has been billed and paid over the years.

SIXTEENTH DEFENSE

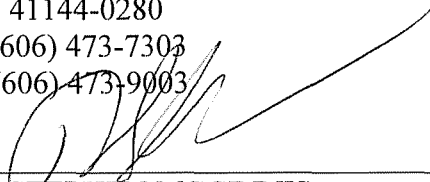
The Defendant raises as affirmative defenses the lack of personal and subject matter jurisdiction on the part of the Commission, *res judicata*, collateral estoppel, law of the case and any and every other affirmative defense which may be made apparent through discovery in this

proceeding. The Defendant specifically raises as a defense the prior case and attaches a copy of same for ease of reference of the Commission.

SEVENTEENTH DEFENSE

The Defendant states as an affirmative defense that no contract exists between the Defendant and the Complainant. The Defendant states that no signed contract exists by any Mayor of the Defendant.

MCBRAYER, MCGINNIS, LESLIE & KIRKLAND
P. O. Box 280
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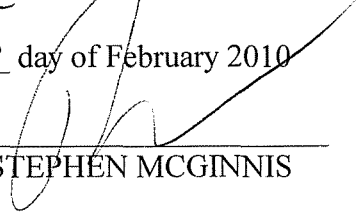
BY: 

HON. R. STEPHEN MCGINNIS
Attorney for Defendant

I do hereby certify that a true and correct copy of the foregoing has been mailed to:

Hon. R. Benjamin Crittenden
Stites & Harbison, PLLC
P. O. Box 634
Frankfort, KY 40602-0634

Mr. Jeffrey Derouen
Executive Director
Public Service Commission
P. O. Box 615
Frankfort, KY 40602-0615

This 25 day of February 2010


HON. R. STEPHEN MCGINNIS

*** BOOK: 37 ACCOUNT: 6506000 LAST FILE MAINTENANCE DATE: 02-24-2010 STATUS: ACTIVE TYPE: RESIDENTIAL ***

BILL TO: NAME: SOUTH SHORE WATER, CARRIER ROUTE: SOC SEC NO:
ADDRESS(1): P.O. BOX 485, TENANT/OWNER: Y DRIVERS LICENSE #:
ADDRESS(2): %JOE HANNAH
ADDRESS(3): ADDRESS(4):
CITY: SOUTH SHORE CASS APPLY: N ACCOUNT BAL: MISCL. BAL:
STATE: KY ZIP CODE: 41175 INSTALLMENT BALANCE: TOTAL ACCOUNT BAL:
LEVEL BILLING: N LEVEL BILL ADJ: LEVEL BILL AMT: MULTI-PROPERTY: NO TOTAL DEPOSITS:
E-MAIL: E-BILL: PAPER COMMENTS:

- PAYMENT HISTORY -

STATUS: ACTIVE ***

-DATE-	-TYPE-	-AMOUNT-	-INVOICE-	-BALANCE-	-DATE-	-TYPE-	-AMOUNT-	-INVOICE-	-BALANCE-
02-06-2010	R	637.41	497570		10-09-2006	B	19.95	341168	19.95
01-29-2010	B	637.41	497570	637.41	09-20-2006	R	19.95	337274	
01-15-2010	R	491.07	493977		09-06-2006	B	19.95	337274	19.95
01-14-2010	B	491.07	493977	491.07	08-17-2006	R	19.95	333380	*****
12-07-2009	R	624.80	489630		07-31-2006	B	19.95	333380	19.95
11-30-2009	B	624.80	489630	624.80	07-17-2006	R	19.95	329506	
10-29-2009	A	-61.58	482032		07-05-2006	B	19.95	329506	19.95
10-28-2009	A	-404.84	481998	61.58	06-16-2006	R	273.98	325620	
10-12-2009	P	61.58	481591	466.42	06-05-2006	B	273.98	325620	273.98
10-03-2009	R	491.07	481591	404.84	05-17-2006	R	19.95	321770	
09-30-2009	B	662.70	481591	895.91	04-27-2006	B	19.95	321770	19.95
09-10-2009	P	61.58	477562	233.21	04-07-2006	R	19.95	317953	
08-29-2009	R	491.07	477562	171.63	04-04-2006	B	19.95	317953	19.95
08-29-2009	B	662.70	477562	662.70	03-16-2006	R	19.95	314123	
08-10-2009	R	491.07	473573		03-07-2006	B	19.95	314123	19.95
07-31-2009	B	491.07	473573	491.07	02-15-2006	R	19.95	310182	
07-06-2009	R	491.07	469543		02-06-2006	B	19.95	310182	19.95
06-29-2009	B	491.07	469543	491.07	01-16-2006	R	19.95	306329	
06-06-2009	R	536.45	465531		01-05-2006	B	19.95	306329	19.95
05-29-2009	B	491.07	465531	536.45	12-15-2005	R	19.95	302503	
05-15-2009	R	491.07	461856	45.38	12-02-2005	B	19.95	302503	19.95
05-11-2009	P	45.38	461856	536.45	11-17-2005	R	19.95	298662	
04-30-2009	B	491.07	461856	491.07	11-08-2005	B	19.95	298662	19.95
04-02-2009	R	491.07	457901		10-24-2005	R	441.29	294819	
03-31-2009	B	491.07	457901	491.07	10-12-2005	B	441.29	294819	441.29
03-07-2009	R	491.07	453921		09-14-2005	R	1835.15	290982	
02-28-2009	B	491.07	453921	491.07	09-02-2005	B	1835.15	290982	1835.15
02-09-2009	R	719.14	449932		08-23-2005	R	1876.06	287176	
01-30-2009	B	719.14	449932	719.14	08-17-2005	B	1989.98	287176	1876.06
01-03-2009	R	491.07	445955		07-02-2005	B	145.86	283376	-113.92
12-31-2008	B	491.07	445955	491.07	06-10-2005	B	19.95	279614	-259.78
12-08-2008	R	491.07	442995		05-13-2005	B	19.95	275849	-279.73
11-26-2008	B	491.07	442995	491.07	04-05-2005	B	19.95	272123	-299.68
11-08-2008	R	491.07	439022		03-04-2005	B	93.02	268383	-319.63
10-31-2008	B	491.07	439022	491.07	02-08-2005	B	19.95	264673	-412.65
10-06-2008	R	491.07	434998		01-13-2005	B	19.95	261012	-432.60
09-29-2008	B	491.07	434998	491.07	12-07-2004	B	19.95	257437	-452.55
09-08-2008	R	491.07	430992		11-11-2004	B	19.95	253958	-472.50
08-29-2008	B	491.07	430992	491.07	10-11-2004	B	-492.45	250407	-492.45

*** Continued ***

- PAYMENT HISTORY -

STATUS: ACTIVE

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07-31-2008	B	737.00	429239	737.00	09-14-2004	B	532.35	246934	532.35
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06-27-2008	B	28.50	425206	28.50	08-06-2004	B	970.52	243413	970.52
06-07-2008	R	28.50	421153		07-19-2004	R	1781.52	239904	
05-30-2008	B	28.50	421153	28.50	07-08-2004	B	1781.52	239904	1781.52
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04-29-2008	B	28.50	419690	28.50	06-14-2004	B	19.95	236452	19.95
04-07-2008	R	30.35	415765		05-25-2004	R	19.95	233023	
03-31-2008	B	28.50	415765	30.35	05-11-2004	B	19.95	233023	19.95
03-15-2008	R	28.50	411813	1.85	05-05-2004	R	19.95	229602	
03-14-2008	P	1.85	411813	30.35	04-21-2004	B	19.95	229602	19.95
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02-11-2008	R	28.50	407862		03-16-2004	B	19.95	226004	18.95
02-01-2008	B	28.50	407862	28.50	02-29-2004	R	20.95	222589	-1.00
01-14-2008	R	28.50	404187		02-17-2004	B	19.95	222589	19.95
12-31-2007	B	28.50	404187	28.50	01-21-2004	R	19.95	218447	
12-10-2007	R	28.50	399975		01-12-2004	B	19.95	218447	19.95
12-02-2007	B	28.50	399975	28.50	12-19-2003	R	33.87	215022	
11-12-2007	R	28.50	395982		12-10-2003	B	33.87	215022	33.87
10-31-2007	B	28.50	395982	28.50	11-25-2003	R	19.95	211589	
10-12-2007	R	28.50	391403		11-17-2003	B	19.95	211589	19.95
10-01-2007	B	28.50	391403	28.50	10-20-2003	R	19.95	208157	
09-10-2007	R	28.50	388055		10-02-2003	B	19.95	208157	19.95
08-31-2007	B	28.50	388055	28.50	09-18-2003	R	171.02	204748	
08-06-2007	R	28.50	384067		09-12-2003	B	171.02	204748	171.02
07-31-2007	B	28.50	384067	28.50	08-29-2003	R	19.95	201328	
06-29-2007	R	24.19	380113		08-18-2003	B	19.95	201328	19.95
06-14-2007	B	22.34	380113	24.19	07-16-2003	R	19.95	196500	
06-11-2007	R	28.50	376050	1.85	07-02-2003	B	19.95	196500	19.95
06-11-2007	P	1.85	376050	30.35	06-25-2003	R	19.95	194003	
05-31-2007	B	28.50	376050	28.50	06-12-2003	B	19.95	194003	19.95
05-07-2007	R	19.95	372211		05-19-2003	R	19.95	190637	
04-30-2007	B	28.50	372211	19.95	05-03-2003	B	19.95	190637	19.95
04-19-2007	A	-8.55	368345	-8.55	04-21-2003	R	19.95	187292	
04-08-2007	R	28.50	364503		04-04-2003	B	19.95	187292	19.95
03-30-2007	B	28.50	364503	28.50	03-18-2003	R	300.38	183947	
03-12-2007	R	19.95	360612		03-03-2003	B	331.31	183947	300.38
02-28-2007	B	19.95	360612	19.95	02-06-2003	B	19.95	180273	-30.93
02-05-2007	R	19.95	356746		01-02-2003	B	19.95	177366	-50.88
01-31-2007	B	19.95	356746	19.95	12-31-2002	A	-10.01	174120	-70.83
01-16-2007	R	19.95	352797		12-03-2002	B	35.30	174029	-60.82
12-29-2006	B	19.95	352797	19.95	11-01-2002	B	161.66	170623	-96.12
12-17-2006	R	19.95	348920		10-15-2002	R	173.03		-257.78
12-04-2006	B	19.95	348920	19.95	09-22-2002	A	-217.15	164142	-84.75
11-16-2006	R	19.95	345021		09-19-2002	R	3713.90	163944	132.40
11-06-2006	B	19.95	345021	19.95	09-03-2002	B	3846.30	163944	3846.30
10-17-2006	R	19.95	341168						

- SERVICE DATA : WATER -

STATUS: INACTIVE ***

RATE CODE/SEQ:	111 01	BALANCE:	REG.MTR MULT:	100.0000	UNITS:	1	DEPOSIT DATE:	
FINAL BILL:	N	DEPOSIT AMT:	DEM.MTR MULT:	1.0000	UNIT/MEAS:	GAL	LST READ DATE:	07-20-2008
PENALTY FLAG:	N	INTEREST AMT:	SUM. EST:		TYPE:	C	LAST DUE DATE:	07-10-2008
TAX FLAG:	Y	CURR. READ:	WIN. EST:	57922	NO OF DIALS:		DTE LST MAINT:	
SEWER FLAG:	P	PREV. READ:	METER NUMBER:	57900	METER SIZE:	1	MTR INSTALLED:	

U01310
02-24-2010 PW
07:55:29

CITY OF GREENUP
CUSTOMER FILE LIST

PAGE 4
PERIOD 1

** Continued ***

- SERVICE DATA : WATER -

STATUS: INACTIVE ***

CYCLE CODE: CURR/EST USE: HANDHELD ID: INTEREST DATE:
 METER LOC: 3" TAP COMMENTS: 3" WATER TAP
 SERIAL NUMBER:

RATE CODE/SEQ: 315 02 BALANCE: -6.47 REG.MTR MULT: 100.0000 UNITS: 1 DEPOSIT DATE:
 FINAL BILL: N DEPOSIT AMT: DEM.MTR MULT: 1.0000 UNIT/MEAS: CUFT LST READ DATE: 09-20-2009
 PENALTY FLAG: N INTEREST AMT: SUM. EST: TYPE: C LAST DUE DATE: 10-10-2009
 TAX FLAG: N CURR. READ: 62760 WIN. EST: NO OF DIALS: DTE LST MAINT:
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 METER LOC: COMMENTS:
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 PENALTY FLAG: N INTEREST AMT: SUM. EST: TYPE: C LAST DUE DATE: 02-10-2010
 TAX FLAG: N CURR. READ: 64908 WIN. EST: NO OF DIALS: DTE LST MAINT:
 SPECIAL SEWER FLAG: P PREV. READ: 62760 METER NUMBER: METER SIZE: 1 MTR INSTALLED:
 CYCLE CODE: CURR/EST USE: 214800 HANDHELD ID: INTEREST DATE:
 METER LOC: COMMENTS:
 SERIAL NUMBER:

- SERVICE DATA : UNMETERED -

RATE CODE/SEQ: 501 01 CYCLE CODE: FINAL BILL: N STATUS: ACTIVE BILL DATE: 01-20-2010
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 DEPOSIT AMT: DEPOSIT DATE: DEPOSIT RATE: INTEREST AMT: INTEREST DATE:

- USAGE HISTORY : WATER -

SEQ: 01 STATUS: ACTIVE ***

READ DTE	CURR/EST USE	TYPE	READ DTE	CURR/EST USE	TYPE	READ DTE	CURR/EST USE	TYPE	READ DTE	CURR/EST USE	TYPE
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02-27-2008		C	01-20-2008	600	E	12-26-2007		E	11-27-2007	2000	E
10-25-2007		C	09-24-2007		C	08-20-2007		C	07-18-2007		C
06-25-2007		C	05-22-2007		C	04-20-2007		C	03-20-2007	600	E
02-23-2007	2000	E	01-19-2007		C	12-20-2006		C	11-21-2006		G
10-24-2006		C	09-25-2006		C	08-21-2006		C	07-17-2006		C
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10-25-2005		C	09-20-2005	203300	C	08-25-2005	918100	C	07-27-2005	997500	C
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02-27-2004		C	01-19-2004		E	12-20-2003		E	11-19-2003	5200	E
10-20-2003		C	09-26-2003		C	08-28-2003	64700	C	07-28-2003		C
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02-24-2003	146900	C	01-24-2003		C	12-23-2002		C	11-22-2002	5200	C
10-25-2002	55500	C	08-20-2002	1838100	C						

- USAGE HISTORY : WATER -

SEQ: 02 STATUS: ACTIVE ***

READ DTE	CURR/EST USE	TYPE	READ DTE	CURR/EST USE	TYPE	READ DTE	CURR/EST USE	TYPE	READ DTE	CURR/EST USE	TYPE
09-20-2009		C	08-20-2009		C	07-20-2009		C	06-20-2009		C
05-20-2009		C	04-20-2009		C	03-20-2009		C	02-18-2009	68400	E
01-20-2009	205300	C	12-20-2008		C	11-17-2008		C	10-20-2008		C
09-24-2008		C	08-21-2008		C	07-24-2008	210100	C			

U01310
02-24-2010 PW
07:55:29

CITY OF GREENUP
CUSTOMER FILE LIST

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PERIOD 1

- USAGE HISTORY: WATER - SEQ: 03 STATUS: ACTIVE ***

READ DTE--CURR/EST USE--TYPE-	READ DTE--CURR/EST USE--TYPE-	READ DTE--CURR/EST USE--TYPE-	READ DTE--CURR/EST USE--TYPE-
01-20-2010 214800 C	12-22-2009 C	11-19-2009 C	

