

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF THE UNION LIGHT,)	
HEAT AND POWER COMPANY FOR)	
APPROVAL OF A SPECIAL CONTRACT)	
WITH INSIGHT KENTUCKY PARTNERS)	CASE NO. 2004-00082
II, L.P. AND FOR DEVIATION FROM)	
ADMINISTRATIVE REGULATION 807)	
KAR 5:022, SECTION 8(2)(a))	

O R D E R

The Union Light, Heat and Power Company (“ULH&P”) has filed an application requesting permission to deviate from 807 KAR 5:022, Section 8(2)(a), and for approval of a special contract with Insight Kentucky Partners II, L.P. (“Insight”) to provide unmetered gas service.

Insight provides high-speed digital access and other communication services to customers in ULH&P’s service area and requires continuous power to maintain its service. Insight requested that ULH&P provide unmetered service for its gas-operated generators to supplement its power supply in the event of an interruption in electric service. ULH&P estimated that the backup generators would operate infrequently and that the average usage at each location would be 1 CCF per month. The special contract provides that ULH&P will provide unmetered gas service to Insight at all its backup generator locations and will charge Insight for each location the monthly charge applicable under Rate GS, an estimated 1 CCF per month, and other applicable riders.

807 KAR 5:022, Section 8(2)(a), requires that all gas sold in Kentucky be metered except in cases of emergency or when otherwise authorized by the

Commission. 807 KAR 5:022, Section 18, permits the Commission, for good cause, to grant a deviation from that requirement.

On May 12, 2004, the Commission approved a sample meter plan that required ULH&P to install meters on five of Insight's backup generators and obtain monthly readings for a period of 3 months to substantiate the usage estimation of 1 CCF per month. ULH&P filed the results of the sample plan on December 30, 2004 and states that the average gas usage for the five meter locations for the 3-month period was 0.4 CCF per month.

Having reviewed the record and being otherwise sufficiently advised, the Commission finds that the deviation requested should be granted and that the special contract with Insight should be approved.

IT IS THEREFORE ORDERED that:

1. ULH&P's request to deviate from 807 KAR 5:022, Section 8(2)(a), is approved.
2. The special contract between ULH&P and Insight, appended hereto as Appendix A, is approved.

Done at Frankfort, Kentucky, this 14th day of February, 2005.

By the Commission

ATTEST:



Executive Director

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2004-00082 DATED February 14, 2005

APPLICATION AND CONTRACT FOR SERVICE

Name of Applicant Insight Kentucky Partners 11, L.P.
 Premises to be Served (Various~ See Below)

Application is hereby made to The Union Light, Heat & Power Company (hereinafter called Company) by the above-named person or firm (hereinafter called Applicant) for gas and/or electric service more specifically described herein. Applicant agrees to accept, use and pay for service in accordance with the Company's applicable rate schedules, rules and regulations, as filed with the Public Service Commission of Kentucky, and as in effect at the time of delivery.

GAS SERVICE	ELECTRIC SERVICE	ELECTRIC SERVICE
Rate Schedule: GS	Rate Schedule: DS	Rate Schedule:
Delivery Pressure:	Voltage: 120/240 Phase: Single	Voltage: Phase:
Load Data:	Load Data:	Load Data:

When is service desired? Gas N/A, Electric N/A
 Has there been previous service to premise? Gas N/A, Electric N/A
 Are adequate meters now installed? Gas N/A, Electric N/A
 Name of former customer at premises N/A
 Applicant had previous service at Various locations Discontinue on _____
 Bills to be mailed to Applicant at 717 Madison Ave. Covington, KY 41011 Attn: Chuck Smith
 Other provisions or specifications: Account # -Varies

Each gas service location will be billed at Rate GS, currently \$15.35 per month (Customer Charge), plus an estimated consumption of 100 cubic feet of gas per month, which will be billed at the applicable Delivery and Gas Cost Adjustment rates specified in Rate GS for that given period of time, plus applicable charges under Sheet No. 63, Rider AMRP, and an adjustment per CCF under Sheet No. 62, Rider DSMR. ULH&P will rely on customer's meters to verify estimated consumption, and reserves the right to install metering and to increase or decrease the estimated usage as may be required. Additionally, ULH&P may request a report(s) from Insight Kentucky Partners X, L.P. to verify run-time for the generators that coincide with the customer's meters. ULH&P reserves the right to estimate and/or rebill gas consumption for generators that may be subject to longer than average duration's, on an as needed basis due to electrical outages in the area or other conditions. All gas services will be subject to all applicable rules and regulations concerning the delivery, and cost of supplying gas service.

This service contract shall extend for a period of one year, beginning as connection is made, and from month to month thereafter until one party or the other shall give notice of a desire to terminate it. In consideration of Company's service to Applicant's premises, Applicant grants Company such rights across said premises as may be necessary to furnish service to neighboring premises. This contract is subject to approval by the Kentucky Public Service Commission.

Accepted and agreed to:

THE UNION LIGHT, HEAT & POWER COMPANY

Insight Kentucky Partners 11, L.P.

Applicant

By [Signature]
 Date 11/25/03

By [Signature]
 Signature

JEFFREY D. STEWART Director of Operations
 Name & Title (Please Print)

Date 11/4/03