



Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

April 28, 2006

RE: *ROY GAINES WALTON GERALD WALTON, et al*
COMPLAINANTS V. KENTUCKY UTILITIES COMPANY
CASE NO. 2005-00136

Dear Ms. O'Donnell:

Enclosed please find an original and ten (10) copies of Kentucky Utilities Company's ("KU") Response to the First Set of Interrogatories and Requests for Production of Documents dated April 11, 2006.

Should you have any questions concerning the enclosed, please do not hesitate to contact me.

Sincerely,

Kent Blake

cc: Parties of Record

RECEIVED

APR 28 2006

PUBLIC SERVICE
COMMISSION

**Louisville Gas and
Electric Company**
State Regulation and Rates
220 West Main Street
PO Box 32010
Louisville, Kentucky 40232
www.eon-us.com

Kent W. Blake
Director
T 502-627-2573
F 502-217-2442
kent.blake@eon-us.com

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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APR 28 2006

PUBLIC SERVICE
COMMISSION

In the Matter of:

ROY GAINES WALTON)
GERALD WALTON, et al)
COMPLAINANTS)

v.

KENTUCKY UTILITIES COMPANY)
DEFENDANT)

CASE NO.
2005-00136

RESPONSE OF
KENTUCKY UTILITIES COMPANY
TO THE FIRST SET OF
INTERROGATORIES AND REQUESTS FOR
PRODUCTION OF DOCUMENTS
DATED APRIL 11, 2006

FILED: APRIL 28, 2006

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 1

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

INTERROGATORIES

Q-1. Please state the name of all individuals contributing to the answers to these discovery requests, including said individual's address, telephone number, and relationship to the Defendant.

A-1. Sidney L. "Butch" Cockerill
Director of Revenue Collection
E.ON U.S. Services Inc.
220 West Main Street
Louisville, Kentucky 40202
(502) 627-4772

Timothy A. Melton
Field Business Office Manager
Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507
(859) 367-5324

Julie Stethen
Lead Customer Relations Specialist
E.ON U.S. Services Inc.
820 West Broadway
Louisville, Kentucky 40202
(502) 627-2765

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 2

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

INTERROGATORIES

Q-2. Please identify each person whom you expect to call as an expert witness in this matter, including the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

A-2. At this time, the only witness we expect to call is:

Sidney L. "Butch" Cockerill
Director of Revenue Collection
E.ON U.S. Services Inc.
220 West Main Street
Louisville, Kentucky 40202
(502) 627-4772

Mr. Cockerill's direct testimony will be filed on or before May 2, 2006, and any rebuttal testimony will be filed on or before May 16, 2006.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 3

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

INTERROGATORIES

Q-3. Please identify the name, address, phone number and position of all KU employees that spoke with Plaintiff's regarding this matter, as well as the dates and substance of the conversations.

A-3. December 30, 2004- Kathy in Outage Reporting - Mr. Walton called KU to find out into whose name the electric service at 832 Ward Drive had been put into. Mr. Walton identified himself as the owner of the property. When Mr. Walton was told that the service was taken out of his name on December 14, per his request, he never mentioned that a tenant was living in the property. His only comment was that "I'll check back."

January 27, 2005 - Rebecca in Customer Service - Mr. Walton called KU Customer Service. He stated that service at 832 Ward Drive was in the name of Alicia Owens, that he had evicted her, and that he wanted to know when she had asked for the service to be taken out of her name. When our Customer Service Representative told him that the service had not been in anyone's name since it was removed from his name on December 14, 2004, he confirmed that the service was on and that he had been in the apartment working, painting, running the heat, etc. He was then told that the service was on illegally and that he would need to come to our Lexington Business Office to speak with the Business Office Manager.

January 27, 2005 - Tim Melton, Lexington Business Office Manager - Mr. Melton spoke to Mr. Walton and explained the situation to him (i.e., Mr. Walton was being held responsible for two meter diversion tampering charges, totaling \$173.00 (\$86.50 each), plus unauthorized electric consumption of \$178.30, for a total of \$351.30. Mr. Walton stated that he was not going to pay the aforementioned charges.

March 23, 2005 - Tim Melton, Lexington Business Office Manager - After his tenant's account at this address was disconnected for non payment, Mr. Walton contacted KU and requested service in his name. KU denied service to Mr.

Walton unless the \$351.30 debt was paid. He told us that he would get someone else to put service in their name because he was not paying.

March 24, 2005 – Tim Melton, Lexington Business Office Manager - Gerald Walton (Roy Walton's brother) came into the office to apply for service for this account. He had a lease with the following notation written at the top: "I sign over landlord rights to Gerald Walton. Owner: Roy Walton." Gerald Walton was told that KU was denying service pending further investigation. Mr. Melton explained that Gerald Walton was acting as an agent for his brother as Gerald Walton has admitted that he was not going to be the tenant, but that he was trying to help his brother out. It was explained that service could be turned on for a new customer (such as a tenant), but not someone acting as an agent for Roy Walton.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 4

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

INTERROGATORIES

- Q-4. Please identify the name, address and telephone number of the KU investigator(s) involved in this matter, dates of action and all accompanying documents, records or reports.
- A-4. Prior to the filing of a formal complaint in this action, the following KU representatives investigated this matter:

Timothy A. Melton
Field Business Office Manager
Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 40507
(859) 367-5324

Julie Stethen
Lead Customer Relations Specialist
E.ON U.S. Services Inc.
820 West Broadway
Louisville, Kentucky 40202
(502) 627-2765

Mr. Melton also spoke with Norma Walton and Kathy Walton by telephone. In response to the initial informal Commission inquiry, KU provided the attached response. See also Response to Q-3 above.

Account No: 1961
Date Logged: 2/18/05
Name: WALTON, ROY
Street: 616 GALAXY DRIVE,
LEXINGTON, KY 40502

Phone: 859-266-5348
Date Resolved: 2/25/06
Logon ID: K CLARK
Complaint Type: RETAIL POLICIES

Comments:

KU - PSC COMPLAINT - CREDIT POLICIES*** Mr. Walton states he has rental property and one of his tenants tampered with a meter at 832 Ward Drive. The tenant is Alisha Owens. He says KU is holding him responsible for the tampering charge. He said he had the electric turned off before the tenant moved into the property. Mr. Walton states he provided documentation proving he rented the property to Alisha Owens. He wants KU to collect the tampering charges from Ms. Owens.

Resolution:

The electric service at 832 Ward was in the owner's name, Roy Walton, from 11/30/04 until 12/14/04, when he requested service be taken out of his name. On 12/30/04, Mr. Walton called KU to find out whose name the service was in. When Mr. Walton was told the service was terminated on 12/14, he did not say a tenant had moved in. His only comment was "I'll check back." On 1/20/05, Revenue Protection visited the property and found the service was on illegally; they turned the service off and locked the meter. \$86.50 was billed to Mr. Walton for tampering and diversion charges. On 1/27/05, Mr. Walton called KU and stated the service at 832 Ward was in the name of Alicia Owens and he had evicted her and he wanted to know when she had asked for the service to be disconnected. When the CSR explained the service had not re-established since it was terminated on 12/14/04, Mr. Walton said the service was currently on and that he had been in the apartment working, painting, and running the heat. Mr. Walton then requested the service be put into his name. He was told the service was on illegally and that he would need to go to the Business Office to speak with the Manager. Mr. Walton was verbally abusive to KU's CSR. Revenue Protection went back to the premise on 1/27/05 and confirmed the service was on illegally and found a meter had been stolen from 836 Ward and placed in the meter base at 832 Ward. The existing meter base was damaged and had to be replaced. Tim Melton spoke to Mr. Walton and explained the situation to him. Mr. Walton is responsible for two meter diversion tampering charges, totaling \$173.00 (\$86.50 each), plus unauthorized electric consumption of \$178.30, for a total of \$351.30. Mr. Walton stated he is not going to pay the charges. On 1/28/05, a new tenant requested service at 832 Ward be placed into his name. The meter base was replaced and inspected and the service was placed in the new tenant's name on 2/2/05. Per KU's tariffs (Original Sheet No. 82.1, P.S.C. No 13, Terms and Conditions, Customer Responsibilities, Protection of Company's Property), KU feels since Mr. Walton is the property owner, he is responsible for the tampering charges.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 5

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

INTERROGATORIES

Q-5. Please state the name, address and telephone number of each individual likely to have discoverable information related to the events described in the Complaint.

A-5. See Responses to Q.1-4 above.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 6

Responding Witness: Kent W. Blake – Director, State Regulation and Rates

INTERROGATORIES

- Q-6. Please identify the tariff relied upon in this matter; effective date; specific amendments to the tariff; and effective date of amendments.
- A-6. The portion of KU's tariffs relied upon in this matter is contained in the Terms and Conditions Section describing Customer Responsibilities at Original Sheet No. 82.1, P.S.C. No. 13 under the heading "Protection of Company's Property." This section of the tariff provides "[u]pon the absence of an active account, the property owner assumes responsibility for any consumption and the Company's property and service." KU proposed this tariff language in connection with its rate case filing on December 29, 2003 in Case No. 2003-00434. The Commission approved the proposed changes to portions of the Terms and Conditions contained in KU's tariff in its Order of June 30, 2004, and the provision became effective on July 1, 2004.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 1

Responding Witness: Kent W. Blake, Director, State Regulation and Rates

REQUEST FOR PRODUCTION OF DOCUMENTS

- Q-1. Please provide a copy of the tariff(s) that the Defendant is relying upon in regard to this matter, including any amended tariff(s).
- A-1. A copy of the existing tariff at Original Sheet No. 82.1, P.S.C. No. 13 is attached. In addition, a copy of the proposed revised tariff is also attached.

**TERMS AND CONDITIONS
Customer Responsibilities**

APPLICATION FOR SERVICE

A written application or contract, properly executed, may be required before the Company is obligated to render electric service. The Company shall have the right to reject for valid reasons any such application or contract.

All applications for service shall be made in the legal name of the party desiring the service.

Where an unusual expenditure for construction or equipment is necessary or where the proposed manner of using electric service is clearly outside the scope of Company's standard rate schedules, Company may establish special contracts giving effect to such unusual circumstances.

TRANSFER OF APPLICATION

Applications for electric service are not transferable and new occupants of premises will be required to make application for service before commencing the use of electricity. Customers who have been receiving electric service shall notify the Company when discontinuance of service is desired, and shall pay for all electric service furnished until such notice has been given and final meter readings made by the Company.

OPTIONAL RATES

If two or more rate schedules are available for the same class of service, it is the customer's responsibility to determine the options available and to designate the schedule under which he desires to receive service.

The Company will, at any time, upon request, advise any Customer as to the most advantageous rate for existing or anticipated service requirements as defined by the Customer, but the Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.

In those cases in which the most favorable rate is difficult to predetermine, the customer will be given the opportunity to change to another schedule after trial of the schedule originally designated; however, after the first such change, the Company may not be required to make a change in schedule more often than once in twelve months.

From time to time, the Customer should investigate his operating conditions to determine a desirable change from one available rate to another. The Company, lacking knowledge of changes that may occur at any time in the Customer's operating conditions, does not assume responsibility that Customers will at all times be served under the most beneficial rate.

In no event will the Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service.

CUSTOMER'S EQUIPMENT AND INSTALLATION

The customer shall furnish, install and maintain at his expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be

Date of Issue: July 20, 2004

Issued By

**Date Effective: With Service Rendered
On and After
July 1, 2004**

**Michael S. Beer, Vice President
Lexington, Kentucky**

Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

TERMS AND CONDITIONS
Customer Responsibilities

installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. The customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of the Company is detrimental to its electric system or to the service of other customers of the Company. The Company assumes no responsibility whatsoever for the condition of the customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

OWNER'S CONSENT TO OCCUPY

The Customer shall grant easements and rights-of-way on and across Customer's property at no cost to the Company.

ACCESS TO PREMISES AND EQUIPMENT

The Company shall have the right of access to the customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. The customer shall not construct or permit the construction of any structure or device which will restrict the access of the Company to its equipment for any of the above purposes.

PROTECTION OF COMPANY'S PROPERTY

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of the Company installed on the Customer's premises, and will be held liable for same according to law. The Customer hereby agrees that no one except the employees of the Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Company. Upon the absence of an active account, the property owner assumes responsibility for any consumption and the Company's property and service.

POWER FACTOR

The Company installs facilities to supply power to the Customer at or near unity power factor.

The Company expects Customer to use apparatus which shall result in a power factor near unity. However, the Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90 percent either lagging or leading.

Where the Customer's power factor is less than 90 percent, the Company reserves the right to require the Customer to furnish, at his own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

Electric service shall not be used for purposes other than as set forth in customer's application or contract.

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Michael S. Beer, Vice President
Lexington, Kentucky

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TERMS AND CONDITIONS
Customer Responsibilities

Except in cases where the Customer has a contract with the Company for reserve or auxiliary service, no other electric light or power service will be used by the Customer on the same installation in conjunction with the Company's service, either by means of a throw-over switch or any other connection.

LIABILITY

The Customer assumes all responsibility for the electric service upon the Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring on the Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of the Company

NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD

The service connections, transformers, meters, and appurtenances supplied by Company for the rendition of electric service to its customers have a definite capacity which may not be exceeded without damage. In the event that the customer contemplates any material increase in his connected load, whether in a single increment or over an extended period, he shall immediately give the Company written notice of this fact so as to enable it to enlarge the capacity of such equipment. In case of failure to give such notice the customer may be held liable for any damage done to meters, transformers, or other equipment of the Company caused by such material increase in the customer's connected load.

PERMITS

The customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give the Company or its agents access to the customer's premises and equipment and to enable its service to be connected therewith. In case the customer is not the owner of the premises or of intervening property between the premises and the Company's distribution lines the customer shall obtain from the proper owner or owners the necessary consent to the installation and maintenance in said premises and in or about such intervening property of all such wiring or other customer-owned electrical equipment as may be necessary or convenient for the supply of electric service to customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, the Company shall obtain the aforementioned consent.

The construction of electric facilities to provide service to a number of customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a customer's premises be used to supply service to neighboring customers. Accordingly, each customer taking Company's electric service shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by the Company in a reasonable manner and with due regard for the convenience of the customer.

The Company shall make or cause to be made application for any necessary street permits, and shall not be required to supply service under the customer's application until a reasonable time after such permits are granted.

Date of Issue: July 20, 2004

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July 1, 2004**

**Michael S. Beer, Vice President
Lexington, Kentucky**

Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

TERMS AND CONDITIONS

Customer Responsibilities

installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. The customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of the Company is detrimental to its electric system or to the service of other customers of the Company. The Company assumes no responsibility whatsoever for the condition of the customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

OWNER'S CONSENT TO OCCUPY

The Customer shall grant easements and rights-of-way on and across Customer's property at no cost to the Company.

ACCESS TO PREMISES AND EQUIPMENT

The Company shall have the right of access to the customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. The customer shall not construct or permit the construction of any structure or device which will restrict the access of the Company to its equipment for any of the above purposes.

PROTECTION OF COMPANY'S PROPERTY

Customers will be held responsible for tampering, interfering, or breaking of seals on meters, or other Company equipment installed on the Customer's premises, and will be held liable for same according to law. The Customer hereby agrees that no one except the employees of the Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Company.

Upon the absence of an active account should tampering, interfering, or breaking of seals on meters or other Company equipment occur, the Company shall notify the property owner of such. The property owner shall have seven (7) business days from the date of notification to take corrective action acceptable to the Company in its sole discretion and, if applicable, have the responsible party apply for service with the Company and/or reimburse the Company for all costs associated with the incident. This action shall relieve the landlord from financial responsibility resulting from such tampering. If notification is made via a letter sent by regular mail, notification shall be deemed to have been made three (3) days after the date such letter is mailed. Should the property owner fail to take these corrective measures within seven (7) business days after notification, the property owner will assume financial responsibility for such tampering.

POWER FACTOR

The Company installs facilities to supply power to the Customer at or near unity power factor.

The Company expects Customer to use apparatus which shall result in a power factor near unity. However, the Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90 percent either lagging or leading.

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Date of Issue: July 20, 2004

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Date Effective: With Service Rendered
On and After
July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky

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Where the Customer's power factor is less than 90 percent, the Company reserves the right to require the Customer to furnish, at his own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

Electric service shall not be used for purposes other than as set forth in customer's application or contract.

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Lexington, Kentucky**

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KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 2

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

REQUEST FOR PRODUCTION OF DOCUMENTS

- Q-2. Please provide the reasons for the tariff(s) and any accompanying justification.
- A-2. The purpose of the July 1, 2004 change to this portion of KU's tariff was to try to discourage meter tampering which may have dangerous and potentially lethal consequences and to protect KU's other customers from assuming a cost of service burden for which they receive no benefit. This statement is not to imply that all property owners are dishonest, but rather that they reap the benefit of any income derived from the property and should bear the risk. Because KU is entitled to recovery of these costs, the language in the tariff was an attempt to minimize the costs which will be assumed by other customers.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
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Question No. 3

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

REQUEST FOR PRODUCTION OF DOCUMENTS

- Q-3. Please provide the Complainant's account information regarding the subject address of 832 Ward Drive. Please provide the information in a format that includes, by date, the amount owed, the amount billed, and any payments made.
- A-3. A copy of the Complainant's account information for service to 832 Ward Drive is attached.

Name	Account #	On Service	Off Service	Billing Periods	Kwh used	Additional Charges	Total Amount Due	Total Amount Paid	Balance
Walton, Roy	# 423778-028	Mar-2005	Jun-2005	05/19/05 - 06/16/05	454	\$0.00	\$29.33	\$29.33	\$0.00
				04/20/05 - 05/19/05	590	\$0.00	\$33.75	\$33.75	\$0.00
				03/30/05 - 04/20/05	679	\$0.00	\$37.96	\$37.96	\$0.00
				4/7/2005	-	-\$351.30	\$0.00	\$0.00	\$0.00
				4/4/2005	-	\$351.30	\$351.30	\$0.00	\$351.30
Walton, Roy	# 423778-026	Jan-2005	Jan-2005	1/28/2005 - 01/29/2005	3,514	\$173.00 Diversion	\$178.3 + \$173.00 = \$351.30	\$0.00 Was transferred to #28 then reversed back to #26	\$351.30
Walton, Roy	# 423778-025	Nov-2004	Dec-2004	11/30/2004 - 12/14/2004	781	\$0.00	\$43.08	\$43.08	\$0.00

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 4

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

REQUEST FOR PRODUCTION OF DOCUMENTS

- Q-4. Please provide a copy of any correspondence from the Defendant to Complainants in relation to this matter.
- A-4. On March 24, 2005, Tim Melton provided Gerald Walton a handwritten note explaining why KU would not transfer electric service at 832 Ward Drive into Gerald Walton's name. A copy of this note is attached hereto.

3/24/05

We, KU, are denying electricity to Gerald
Walter at 832 Ward Drive, Lexington, KY
until further investigation can be completed.

We will be consulting with our legal
counsel concerning electric service at this
address.

Janeth A. Melton
Business Office Mgr.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 5

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

REQUEST FOR PRODUCTION OF DOCUMENTS

- Q-5. Please provide any company charges and payments in regard to 836 Ward Drive during the time period of December 2004 through April 2005.
- A-5. The Complainants in this proceeding do not currently have, nor have they had in the past, an account for service at 836 Ward Drive.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 6

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection/Counsel

REQUEST FOR PRODUCTION OF DOCUMENTS

- Q-6. Please provide any additional documentation or account information that the Defendant is relying upon in relation to this matter.
- A-6. KU objects to this request to the extent that it seeks the production of any item protected by the attorney-client privilege or the work product doctrine. Without waiver of that objection, and without production of privileged or work-product protected documents, the Company provides the requested information in the attachments.

From: Kathy Walton [mailto:kw Walton@kw Waltonlaw.com]
Sent: Wednesday, March 30, 2005 12:31 PM
To: Melton, Timothy
Subject: RE: Electric at 832 Ward Drive

Attachment to Question No. 6
Page 1 of 4
Cockerill

To: you, Kathy

Kathryn A. Walton
201 West Vine Street
Lexington, Kentucky 40507
(p) 859.381.0667
(f) 859.381.0653

This electronic message contains information from the law office of Kathryn A. Walton, PLLC., and is privileged and/or confidential. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this electronic message in error, please notify us immediately by telephone at (859) 381.0667.

From: Melton, Timothy [mailto:Timothy.Melton@lgeenergy.com]
Sent: Wednesday, March 30, 2005 11:21 AM
To: Kathy Walton
Subject: RE: Electric at 832 Ward Drive

The account was turned on at 11:00 a.m.

Timothy A. Melton
Business Office Manager
Office- 859-367-5324
Fax- 859-367-1190
Mobile- 859-221-3221

-----Original Message-----

From: Kathy Walton [mailto:kw Walton@kw Waltonlaw.com]
Sent: Wednesday, March 30, 2005 10:12 AM
To: Melton, Timothy
Subject: RE: Electric at 832 Ward Drive

Please send me confirmation when it is on. Thank you, Kathy

Kathryn A. Walton
201 West Vine Street
Lexington, Kentucky 40507
(p) 859.381.0667
(f) 859.381.0653

This electronic message contains information from the law office of Kathryn A. Walton, PLLC., and is privileged and/or confidential. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this electronic message in error, please notify us immediately by telephone at (859) 381.0667.

From: Melton, Timothy [mailto:Timothy.Melton@lgeenergy.com]
Sent: Wednesday, March 30, 2005 9:55 AM
To: Kathy Walton
Subject: RE: Electric at 832 Ward Drive

I don't know if account is on at this time. Our dispatch called out this morning to be worked today.

Timothy A. Melton
Business Office Manager
Office- 859-367-5324
Fax- 859-367-1190
I le- 859-221-3221

-----Original Message-----

From: Kathy Walton [mailto:kw Walton@kw Waltonlaw.com]
Sent: Wednesday, March 30, 2005 9:38 AM
To: Melton, Timothy
Subject: RE: Electric at 832 Ward Drive

Thank you Mr. Melton, is the electric on at this time?

Kathryn A. Walton
201 West Vine Street
Lexington, Kentucky 40507
(p) 859.381.0667
(f) 859.381.0653

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From: Melton, Timothy [mailto:Timothy.Melton@lgeenergy.com]
Sent: Wednesday, March 30, 2005 8:34 AM
To: Kathy Walton
Subject: RE: Electric at 832 Ward Drive

I talked with Jim Dimas last night and we will be turning this account on today in the name of Roy Walton until the matter is ruled on by the Kentucky PSC.

Timothy A. Melton
Business Office Manager
Office- 859-367-5324
Fax- 859-367-1190
Mobile- 859-221-3221

-----Original Message-----

From: Kathy Walton [mailto:kw Walton@kw Waltonlaw.com]
Sent: Tuesday, March 29, 2005 2:48 PM
To: Melton, Timothy
Subject: Electric at 832 Ward Drive

Has the electric been turned on at 832 Ward Drive?

Kathryn A. Walton
201 West Vine Street
Lexington, Kentucky 40507
(p) 859.381.0667
(f) 859.381.0653

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FAX TRANSMISSION
LG&E ENERGY LLC
CORPORATE LAW DEPARTMENT

220 WEST MAIN STREET
LOUISVILLE, KENTUCKY 40202
CONFIRMATION: (502) 627-3712
FAX NUMBER: (502) 627-3367

To: Kathy Walton, Esq. **Date:** March 9, 2005
Fax Number: (859) 381-0653 **Pages:** two
From: Jim Dimas, Senior Corporate Attorney
Re: Roy Walton's KU Bill

Comments: Per your request, I am attaching a copy of the tariff provision governing Mr. Walton's situation. Specifically, the paragraph headed "PROTECTION OF COMPANY'S PROPERTY" applies. Please fax the information you mentioned to me at (502) 627-3367. Also, please contact me with any questions regarding the attached provision. Thank you.



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Kentucky Utilities Company

Original Sheet No. 82.1
P.S.C. No. 13

TERMS AND CONDITIONS Customer Responsibilities

installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. The customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of the Company is detrimental to its electric system or to the service of other customers of the Company. The Company assumes no responsibility whatsoever for the condition of the customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

OWNER'S CONSENT TO OCCUPY

The Customer shall grant easements and rights-of-way on and across Customer's property at no cost to the Company.

ACCESS TO PREMISES AND EQUIPMENT

The Company shall have the right of access to the customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. The customer shall not construct or permit the construction of any structure or device which will restrict the access of the Company to its equipment for any of the above purposes.

PROTECTION OF COMPANY'S PROPERTY

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of the Company installed on the Customer's premises, and will be held liable for same according to law. The Customer hereby agrees that no one except the employees of the Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Company. Upon the absence of an active account, the property owner assumes responsibility for any consumption and the Company's property and service.

POWER FACTOR

The Company installs facilities to supply power to the Customer at or near unity power factor.

The Company expects Customer to use apparatus which shall result in a power factor near unity. However, the Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90 percent either lagging or leading.

Where the Customer's power factor is less than 90 percent, the Company reserves the right to require the Customer to furnish, at his own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

Electric service shall not be used for purposes other than as set forth in customer's application or contract.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
Customer Application
07/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Date of Issue: July 20, 2004

Issued By

Date Effective: With Service Rendered


By
Michael S. Beer, Vice President
Lexington, Kentucky

and After
1, 2004
Executive Director

Issued By Authority of an Order of the KPSC in Case No. 2003-00454 dated June 30, 2004

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 7

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection/Counsel

REQUEST FOR PRODUCTION OF DOCUMENTS

- Q-7. Please provide all reports, documents, work orders, and correspondence related to 832 Ward Drive between the dates of September 2004 and February 2006.
- A-7. KU objects to this request to the extent that it seeks the production of any item protected by the attorney-client privilege or the work product doctrine. Without waiver of that objection, and without production of privileged or work-product protected documents, the Company provides the requested information in the attachments. See also, Response to Interrogatory Question #4 above.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 8

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection

REQUEST FOR PRODUCTION OF DOCUMENTS

- Q-8. Please identify and explain the mechanism and process that KU relies upon to monitor usage of its product.
- A-8. KU measures service to customers in compliance with its tariff and the Commission's regulations, including 807 KAR 5:041, Section 9.

KENTUCKY UTILITIES COMPANY

CASE NO. 2005-00136

**Response to First Set of Interrogatories and
Requests for Production of Documents Dated 4/11/06**

Question No. 9

Responding Witness: Sidney L. "Butch" Cockerill, Director of Revenue Collection/Counsel

REQUEST FOR PRODUCTION OF DOCUMENTS

- Q-9. Please provide all computer and phone data generated in relation to the account of Mr. Roy Gaines Walton and the property located at 832 Ward Drive, Lexington, Kentucky for the time period September 2004 through February 2006.
- A-9. KU objects to this request to the extent that it seeks the production of any item protected by the attorney-client privilege or the work product doctrine. Without waiver of that objection, and without production of privileged or work-product protected documents, the Company provides the requested information in the attachment, including copies of audio recordings of Roy Walton's December 30, 2004, and January 27, 2005 telephone calls to KU (with social security information redacted) on the attached compact disc. See Response to Q-3 above.

From: Jackson, Glenda
Sent: Tuesday, March 01, 2005 12:53 PM
To: Melton, Timothy
Subject: Mrs. Walton

Tim, Mrs. Norma Walton called and wants to talk to you about this account. She wants to know basically what is going on and how are they responsible. I did not tell her anything but that she would have to talk with you. If you could return her call tomorrow afternoon she would appreciate it. She says maybe you'll call her back since it isn't her husband. Thanks

423778-026 RES 311 STATUS FINALED READ ROUTE 6694
 WALTON,ROY ON DATE 01/05 RMK
 832 WARD DR OFF DATE 01/05 MER 03/01/05
 LEXINGTON,KY BALANCE 351.30 CIS ACTIVITY MULT
 MAIL ADD

***** INSTALL REMARKS SERVICE ORDER - IRMK *****
 PENDING ORDER REVIEW OPTION

REMARK TYPE - CUSTOMER PREMISE TEMPORARY X OPERATOR 31131
 SPEC INSTR OR HAZARD CODE HAZARD
 REMARK PLEASE HAVE CUST TALK TO ME WHEN THEY COME TO OFC
 REMINDER DATE 04 01 05 OFFICE ID 311 SEND TO TIM MELTON

Glenda Jackson

Revenue Protection Dept
 Revenue Collection
 359-367-5572
 Fax 859-367-1312