P.S.C. NO. 26
CANCELS P.S.C. NO 2

ELAM UTILITY COMPANY, INC.

RATES FOR FURNISHING

NATURAL GAS

AT

WEST LIBERTY (MORGAN COUNTY) KENTUCKY

DAYSBORO (WOLFE COUNTY) KENTUCKY

FILED WITH THE PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED JULY 08, 2005 EFFECTIVE JULY 15, 2005

ISSUED BY ELAM UTILITY COMPANY

BY Wilma B. Ison

WILMA B. ISON, PRESIDENT

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/15/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

FOR WEST LIBERY AND DAYSBORO
P.S.C. NUMBER 26
FIRST REVISION SHEET NO. 1
CANCELLING P.S.C. NUMBER 25
ORIGINAL SHEET NO. 1

ELAM UTILITY COMPANY, INC.

CLASSIFICATION OF SERVICE			RATE PER UNIT

RATES: Monthly

RESIDENTIAL & COMMERCIAL:	BASE RATE	GAS COST ADJ	TOTAL CHG
CUSTOMER CHARGE			$ 6.15
ALL MCF	$4.2999	$8.1697	$12.4696
INDUSTRIAL			
CUSTOMER CHARGE			$ 9.00
ALL MCF	$3.8101	$8.1697	$11.9798

DATE OF ISSUE JULY 08,2005 DATE EFFECTIVE JULY 15, 2005

ISSUED BY Wilma B. Lee TITLE PRESIDENT

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN CASE NO. 2005-00226 DATED JULY 08, 2005.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
7/15/2005
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

FOR West Liberty and Daysboro

P.S.C. KY NO. 11

Elam Utility Company, Inc.
Name of Issuing Corporation

Original Sheet No. 1

Cancelling P.S.C. KY NO. 10

First Revision Sheet No. 1

RECEIVED
MAR 15 1990
RATES AND TARIFFS

RULES AND REGULATIONS

APPLICABLE: City of West Liberty, Kentucky (Morgan County) and;
Town of Daysboro, Kentukcy (Wolfe County)

AVAILABILITY OF SERVICE: To any customer desiring service to the extent that gas is available from our supplier and is available for all common uses except stand-by service, or an occasional demand use application.

RATES: See Classified of Service Rate Schedule

MINIMUM CHARGE: $4.10 per Residential and Commercial Customer;
$5.15 per Industrial Customer

DELAYED PAYMENT CHARGE: A penalty of five percent of the unpaid balance due after the 10th of each month or ten days from the mailing date on our bills.

TERMS: Contracts are not executed for specific periods of time.

SPECIAL RULES: A service charge of $12.00 is charged to cover expenses involved to establish gas service after a gas customer has requested service.

A charge of $5.00 per check will be charged on all checks returned by the customer's bank for non-payment.

The Company shall supply gas continuously and without interruption and adopts and shall maintain, subject to the Commission's regulations, a standard pressure of 5 ounces as measured at the outlet side of the customer meters.

The above paragraph notwithstanding, the Company shall assume no liability for any damage or loss resulting from inadequate or interrupted supply or from any pressure variation when such conditions are not due to willful fault or neglect on it's part.

All Rules and Regulations pertaining to gas utilities listed in the Kentucky Energy Regulatory Commission Law, Acts, Rules and Regulations and Forms is hereby adapted by Elam Utility Company.

PUBLIC SERVICE COMMISSION
KENTUCKY
EFFECTIVE
FEB 12 1990
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen Sallee
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE March 12, 1990 DATE EFFECTIVE February 12, 1990

ISSUED BY B. Phillips President 459 Main St., West Paducah, KY
Name of Officer Title Address

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 9845-D dated February 12, 1990

FOR West Liberty and Daysboro

P.S.C. KY No. 11

ELAM UTILITY COMPANY, INC.
Name of Issuing Corporation

Original Sheet No. 2

Cancelling P. S. C. KY No. 10

First Revision Sheet No. 2

RULES AND REGULATIONS

SPECIAL RULES CONTINUED:
Discontinuance of Service

The utility may refuse or discontinue service to an applicant or customer, after proper notice for failure to comply with its rules and regulations or state and municipal rules and regulations, when a customer or applicant refuses or neglects to provide reasonable access to the premises, for fradulent or illegal use of service, or for nonpayment of bills and service shall be discontinued when a dangerous condition is found to exist on the customer's or applicant's premises. If discontinuance is for nonpayment of bills, the customer shall be given at least ten (10) days written notice, separate from the original bill, and cut-off shall be effected not less than twenty-seven (27) days after the mailing date of the original bill unless, prior to discontinuance, a residential customer presents to the utility a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate and existing illness or may be effected not less than thirty (30) days from the date the utility notifies the customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance. A copy of the disconnect notification is enclosed herewith.

Budget Billing

Members have an opportunity to sign agreements with the Gas Company for spreading billing evenly over a twelve (12) month period. The billing is based on estimated consumption made by a company representative. In May, the end of the twelve month period, the difference between payments and actual usage is adjusted by adding or crediting the difference of the regular gas service bill. A copy of the agreement is herewith enclosed as is made a part of Rules and Regulations.

DATE OF ISSUE March 12, 1990 DATE EFFECTIVE February 12, 1990

ISSUED BY B. C. Philips President 459 Main St. [redacted]ty, KY
NAME OF OFFICER TITLE ADDR[redacted]

FEB 12 1990
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: George Sallee
PUBLIC SERVICE COMMISSION MANAGER

FOR West Liberty and Daysboro

P.S.C. KY NO. 11

Elam Utility Company, Inc.
Name of Issuing Corporation

Original Sheet No. 3

Cancelling P.S.C. KY NO. 10

Original Sheet No. 7

RULES AND REGULATIONS

Customer Service Line Ownership

The following RIght-of-Way Easement contract is to be executed by Elam's customers in consideration for the Customer Service Lines installed and owned by Elam Utility Company.

RIGHT-OF-WAY EASEMENT

In consideration of the installation of gas service lines, and it being acknowledged that said gas service lines have been installed and are in operation; (I) (WE), _____, of Morgan or Wolfe County, Kentucky, do hereby grant to Elam Utility Company, Inc., a Kentucky corporation, its successors and assigns forever, a right-of-way easement to lay, maintain, operate, repair, and remove service lines over and through (my) (our) property which is more particularly described in Deed Book_____ Page_____, which is of record in the Office of the County Clerk of _____ County, Kentucky.

To have and to hold said right-of-way easement unto the grantee, its heirs and assigns forever.

And the Grantor hereby agrees that the Grantee, its heirs and assigns and its servants, agents, tenants, visitors, and licensees, and all other persons shall have the right to maintain the gas service lines.

IN WITNESS WHEREOF, the Grantor(s) (has) (have) hereunto set (his) (their) hand(s) this _____day of _____, _____.

_____

_____

DATE OF ISSUE March 12, 1990 DATE EFFECTIVE February 12, 1990

ISSUED BY B.C. Phillips President 459 Main St., West Liberty, KY
Name of Officer Title

PUBLIC SERVICE COMMISSION
KENTUCKY
EFFECTIVE

FEB 12 1990

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: George Lillo
PUBLIC SERVICE COMMISSION (MANAGER)

FOR ENTIRE AREA SERVED
P.S.C. KY NO. _____
1st Rev. SHEET NO. 4

ELAM UTILITY COMPANY, INC.

CANCELLING P.S.C. KY NO. _____
Original SHEET NO. 4

GAS COST ADJUSTMENT CLAUSE

Determination of GCR

The Company shall file a gas cost recovery rate (GCR) with the Commission a least 30 days prior to the first day of each calendar quarter. The GCR shall become effective for billing for service rendered on and after the first day of each calendar quarter.

The gas cost recovery rate is comprised of:

1. The expected gas cost (EGC) on a dollar-per-Mcf basis, which represents the average expected cost of purchased gas based on 12 months of actual usage.

2. The actual adjustment (AA), on a dollar-per-Mcf basis, which compensates for differences between previous quarters, expected gas cost and the actual cost of gas. The AA shall equal the sum of the AA for the reporting period and for the three preceding calendar quarters.

3. The supplier refund adjustment (RA) on a dollar-per-Mcf basis, which reflects the refunds received from suppliers during the reporting period plus interst at a rate equal to one-half of one percent below the average 90-day commercial paper rate for the twelve-month period. In the event of any large or unusual refund, the company may apply to the commission for the right to depart from the refund procedures set forth herein.

4. The balance adjustment (BA) on a dollar-per-Mcf basis, which compensates for any remaining undero or over-collections which have occured as a result of prior actual, refund, and balance adjustments.

Billing

The gas cost recovery rate to be applied to bills of customers shall equal the sum of the following components:

$$GCR = EGC + AA + RA + BA$$

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DATE OF ISSUE September 1, 2000 DATE EFFECTIVE October 1, 2000
ISSUED BY Thelma Lee President West Liberty & Daysboro, KY

OCT 01 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

RULES AND REGULATIONS

The GCR will be added to or subtracted from the latest base tariff rates prescribed by Commission Order in the tariff rates stated on each applicable rate sheet within this tariff.

Definitions

For purposes of this tariff:

1. "Average Expected Cost" is the cost of purchased gas which results from the applicaiton of supplier rates currently in effect, or reasonable expected to be in effect during the calendar quarter, on purchased volumes for the most recently available twelve-month period, divided by the corresponding sales volumes. In the event that line loss exceeds 5 percent, purchased volumes for the twelve-month period shall be calculated as: sales volumber ÷.95. Where the calculations require the use of volumes used during a given period, and those volumes did not exist for a particular source for the entire period, or the Company expects the volumes to change substantially, the company may make appropriate adjustments to its calculations. Any adjustment of this type shall be described in the quarterly GCR application.

2. The "GCR" is the total of the expected gas cost and all adjustments.

3. The "Calendar Quarters" are: 1st January, February, March; 2nd April, May, June; 3rd July, August, September; and 4th October, November, December.

4. "Reporting Period" means the three month accounting period that ended approximately 60 days prior to the filing date of the updated gas cost recovery rates, i.e., the calendar quarters ended March 31, June 30, September 30 and December 31 of each year.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 01 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [illegible]
SECRETARY OF THE COMMISSION

FOR Entire Area Served
(COMMUNITY OR COUNTY)

Elam Utility Company, Inc.
(NAME OF UTILITY)

P.S.C. KY. NO.

Original SHEET NO. 6

CANCELING P.S.C. KY. NO.
SHEET NO.

RULES AND REGULATIONS

CUSTOMER DEPOSITS

The company will require from customers a minimum cash deposit or other guaranty to secure payment of bills. Service may be refused or discontinued for failure to pay the requested deposit.

All customer deposits shall be based upon actual usage of customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. The amount of the deposit shall not exceed two-twelfths (2/12) of customer's actual or estimated annual bill. The company may require a deposit in addition to the initial deposit if customer's classification changes or if there is a substantial change in usage.

The company shall issue to every customer from whom a deposit is received a receipt of deposit showing the name of the customer, location of service, date and amount of deposit.

The company shall notify customers in writing that, at the customer's request, the deposit will be recalculated every eighteen (18) months based on actual usage of the customer. The notice of deposit recalculation shall state that if the deposit on account differs by more than ten dollars ($10.00) for residential customers, or by more than ten (10) percent for non-residential customers, from the deposit calculated on actual usage, then the utility shall refund any over-collection and may collect any underpayment. Refunds shall be made either by check or by credit to the customer's bill, except that the company shall not be required to refund any excess deposit if the customer's bill is delinquent at the time of recalculation.

Interest will be paid on customer deposits at a rate of six (6%) percent annually. On an annual basis, the interest will be applied as a credit to customer's bill or will be paid to customer.

The company will refund the deposit to customer upon termination of service. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to customer.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25 2002

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
BY Thomas M. Dorman
EXECUTIVE DIRECTOR

DATE OF ISSUE 08/23/02
MONTH DAY YEAR

DATE EFFECTIVE
MONTH DAY YEAR

ISSUED BY Thelma Isaac
SIGNATURE OF OFFICER

President
TITLE

459 Main Street, West Liberty, KY
ADDRESS

BUDGET PAYMENT PLAN AGREEMENT

THIS AGREEMENT, made in duplicate between Elam Utility Company, Inc., a Kentucky Corporation with its principal office at West Liberty, Kentucky (hereinafter called "Elam Utility") and _____ Account Number_____ (hereinafter called the "Consumer") located at _____.

WITNESSETH:

That in consideration of Consumer's request to make Natural Gas Service payments under Elam Utility's Budget Payment Plan, the Consumer shall pay Elam Utility at a fixed amount each month in lieu of monthly billings based on actual usage; whereby, any difference in the actual billed amount and the fixed amount paid each month shall be adjusted in full each year upon receipt of the May billing.

It is further agreed:

1. The Consumer agrees that if at any time the rate under which Elam Utility purchases gas service at wholesale is modified, Elam Utility may make a corresponding modification in the rate for service are under and the budget payment amount shall be adjusted accordingly.

2. The Consumer agrees that if at any time the rates and/or terms and conditions are set forth in Elam Utility's rate are adjusted or changed and said adjustments and/or changes are approved by the Public Service Commission said adjustments and/or will become effective and supercede, cancel and replace rates and/or terms and conditions provided in existing rate prior to the effective date as set forth in the Public Service Commission's Order approving the adjustment and/or change.

3. The Consumer agrees that monthly budget payments are subject to change where a trend develops indicating the amount set up is insufficient to result in a reasonable balance due in the May Billing and at which time, the difference in the fixed amount and actual cost of gas service is payable in full.

4. It is agreed that the Consumer shall make payments each month in the full amount of the Budget Payment as stated herein, irregardless of any accumulated charges or credits for actual use. The accumulated charges or credits shall be adjusted completely on the May Billing. Should the Consumer fail to make such payments by the due date, service will be discontinued and entire balance becomes due and payable before service is restored. The Consumer shall be ineligible for future billings under the Budget Payment Plan.

5. This agreement shall continue from year to year, unless terminated by either party on written notice, subject to the provision stated in #4 above.

WHEREUPON, it is agreed that _____ shall pay to Elam Utility each month beginning with _____ _____ billing, for gas service in the amount of _____ under this Budget Billing Agreement.

Executed at West Liberty, Kentucky, this the _____ day of _____ 19_____.

ELAM UTILITY COMPANY

BY: _____

_____
Consumer

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

FEB 12 1990

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
PUBLIC SERVICE COMMISSION