



LG&E Energy LLC
220 West Main Street
P.O. Box 32030
Louisville, Kentucky 40232
(502) 627-3450
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December 28, 2005

RECEIVED

JAN 03 2006

PUBLIC SERVICE
COMMISSION

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

Case No. 7006-00009

**Re: Application of Louisville Gas and Electric Company and
Kentucky Utilities Company for Approval of Revisions
Associated with the Customer Responsibilities and
Discontinuance of Service Sections of the Terms and
Conditions Contained in their Tariffs**

Dear Ms. O'Donnell:

Enclosed please find an original and ten (10) copies of Louisville Gas and Electric Company's and Kentucky Utilities Company's Application in the above-referenced docket.

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

Sincerely,

Elizabeth L. Cocanougher

Enclosures

cc: Dennis Howard

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

JAN 0 3 2006

PUBLIC SERVICE COMMISSION

APPLICATION OF LOUISVILLE GAS AND ELECTRIC)
COMPANY AND KENTUCKY UTILITIES COMPANY)
FOR APPROVAL OF REVISIONS ASSOCIATED WITH)
THE CUSTOMER RESPONSIBILITIES AND)
DISCONTINUANCE OF SERVICE SECTIONS OF THE)
TERMS AND CONDITIONS CONTAINED IN THEIR)
TARIFFS)

CASE NO. 2005-_____

2006-00009

APPLICATION

Louisville Gas and Electric Company ("LG&E") and Kentucky Utilities Company ("KU") (collectively "the Companies") hereby petition the Kentucky Public Service Commission ("Commission") to issue an Order approving the proposed revisions to the "Customer Responsibilities" and "Discontinuance of Service" sections of the Companies' Terms and Conditions contained in their tariffs, which are attached hereto. This application is made pursuant to 807 KAR 5:011, Section 6(3)(a), of the Commission's regulations. In support of this Application, LG&E and KU respectfully state:

1. The full name and mailing address of LG&E is: Louisville Gas and Electric Company, Post Office Box 32010, 220 West Main Street, Louisville, Kentucky 40232. The full name and mailing address of KU is: Kentucky Utilities Company c/o Louisville Gas and Electric Company, Post Office Box 32010, 220 West Main Street, Louisville, Kentucky 40232. Both LG&E and KU are Kentucky corporations authorized to do business in the Commonwealth of Kentucky.

2. LG&E is a utility engaged in the electric and gas business. LG&E generates and purchases electricity, and distributes and sells electricity at retail in Jefferson County and portions of Bullitt, Hardin, Henry, Meade, Oldham, Shelby, Spencer and Trimble Counties. LG&E also purchases, stores and transports natural gas and distributes and sells natural gas at retail in Jefferson County and portions of Barren, Bullitt, Green, Hardin, Hart, Henry, Larue, Marion, Meade, Metcalfe, Nelson, Oldham, Shelby, Spencer, Trimble and Washington Counties.

3. KU is a utility engaged in the electric business. KU generates and purchases electricity, and distributes and sells electricity at retail in the following counties in Central, Northern, Southeastern and Western Kentucky:

Adair	Edmonson	Jessamine	Ohio
Anderson	Estill	Knox	Oldham
Ballard	Fayette	Larue	Owen
Barren	Fleming	Laurel	Pendleton
Bath	Franklin	Lee	Pulaski
Bell	Fulton	Lincoln	Robertson
Bourbon	Gallatin	Livingston	Rockcastle
Boyle	Gerrard	Lyon	Rowan
Bracken	Grant	Madison	Russell
Bullitt	Grayson	Marion	Scott
Caldwell	Green	Mason	Shelby
Campbell	Hardin	McCracken	Spencer
Carlisle	Harlan	McCreary	Taylor
Carroll	Harrison	McLean	Trimble
Casey	Hart	Mercer	Union
Christian	Henderson	Montgomery	Washington
Clark	Henry	Muhlenberg	Webster
Clay	Hickman	Nelson	Whitley
Crittenden	Hopkins	Nicholas	Woodford
Daviess			

4. A certified copy of LG&E's and KU's Articles of Incorporation, as amended, are on file with the Commission in Case No. 2005-00471, *In the Matter of: Application of Louisville*

Gas and Electric Company and Kentucky Utilities Company for Authority to Transfer Functional Control of their Transmission System.

5. Copies of all orders, pleadings and other communications related to this proceeding should be directed to:

Elizabeth L. Cocanougher
Senior Corporate Attorney
E.ON U.S.
220 West Main Street
Louisville, Kentucky 40202
(502) 627-4850

Kent W. Blake

Director, State Regulation and Rates
E.ON U.S.
220 West Main Street
Louisville, Kentucky 40202
(502) 627-2573

6. The proposed tariff revisions are being made in response to the Commission's Intra-Agency Memorandum dated May 17, 2005, and relate specifically to the discussion of transferring of bills on page 3 of that memorandum. During the course of the informal conference held on March 18, 2005, there was some concern that the wording contained in Section G of Original Sheet No. 90 of the Companies' tariffs, which had been taken from a prior Commission Order, could be considered inconsistent with Commission regulation, 807 KAR 5:006, Section 14(1)(f). The purpose of the proposed tariff revisions is to remove this potential inconsistency and to further elaborate on the Companies' policies in this area in an effort to avoid future misunderstandings between the Companies and their customers, this Commission or the Office of the Attorney General.

7. The following changes are proposed for Original Sheet No. 90, Section G:

- a. The first sentence was broken into two sentences in order to distinguish between the provision of service and continuance of service. Service will not be supplied if the customer is indebted to the utility for service at that premises or another premises. The second sentence clarifies that service will not be continued at a premises if the customer is indebted to the utility for service at the premises. Reference is also made to the applicable regulation. The distinction between the two is that, in the event service is provided to a customer, the utility may only disconnect the customer for indebtedness at that location.
 - b. The next sentence added to this section provides for the fact that, as a matter of customer convenience, the utility will often provide service to a new residence before a final bill is issued at the previous residence. The customer agrees to have the final bill transferred to the new residence. Since service at the new residence is being provided on a conditional basis assuming that the final bill at the prior residence will be paid, a transferred balance in this case is subject to the Companies' disconnection procedures.
 - c. The final sentence added to this section provides for three exceptions to the Companies' inability to disconnect a customer for indebtedness at a prior residence. The first protects the utility in the event service was provided to the customer based on a fraudulent application which may not have allowed the Companies to note the customer's indebtedness from prior service. The second simply allows the Companies and customer to enter into contractual arrangements, such as the "read and leave on" agreement referenced in the inter-agency memorandum, which may allow transferred balances to be subject to the Companies' disconnection procedures. The final exception merely states that a customer who is disconnected for non-payment at their current resident will be treated as a new customer and confirms that service will not be restored at the current residence unless all indebtedness is paid.
8. The following changes are proposed for Original Sheet No. 82:
- a. A sentence is being added to the "Application for Service" section of the Companies' tariffs to provide the protection to the Companies afforded by regulation and the Companies' tariffs. Regulation 807 KAR 5:0006 Section 13 (4) states the Companies must install and connect new service within 72 hours. However, as a matter of convenience and in response to customer requests, the Companies often supply new service on a much more expedited basis. Unfortunately, this expedited process may not allow the Companies sufficient time to perform the due diligence necessary to, among other things, check for indebtedness for prior service. Therefore, the revised tariff reflects the retention of rights provided to the utility by regulation while being responsive to specific customer requests and circumstances.

WHEREFORE, Louisville Gas and Electric Company and Kentucky Utilities Company respectfully request that the Public Service Commission issue an order approving the attached tariff revisions on the effective date indicated.

Dated at Louisville, Kentucky, this 28th day of December, 2005.

LOUISVILLE GAS AND ELECTRIC COMPANY
KENTUCKY UTILITIES COMPANY

A handwritten signature in cursive script that reads "Elizabeth L. Cocanougher". The signature is written in black ink and is positioned above a horizontal line.

Elizabeth L. Cocanougher
Senior Corporate Attorney
E.ON U.S.
220 West Main Street
Louisville, Kentucky 40202
(502) 627-4850

CERTIFICATE OF SERVICE

The undersigned hereby certifies that an original and ten copies of this Application was mailed to Elizabeth O'Donnell, Executive Director, Kentucky Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601, and that a copy of the Application was mailed to Dennis Howard, II, Acting Director, Office of Rate Intervention, Office of the Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601 this 28th day of December, 2005.

Elizabeth L. Cocanougha Iakos
Counsel for Louisville Gas and Electric Company
and Kentucky Utilities Company

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. The provision of new service to an applicant shall be conditional and may be disconnected without advance notice for seventy-two (72) hours from the time of application in order for the Company to confirm that its tariffed rules and Commission administrative regulations have been met.

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.

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Date of Issue: December 28, 2005
Canceling Original Sheet No. 82
Issued July 20, 2004

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

John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Lexington, Kentucky

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**TERMS AND CONDITIONS
Customer Responsibilities**

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 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.

**Date of Issue: December 28, 2005
Canceling Original Sheet No. 82.1
Issued July 20, 2004**

Issued By Date Effective: With Service Rendered

**On and After
July 1, 2004**



**John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
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

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EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

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

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.

Date of Issue: December 28, 2005
Canceling Original Sheet No. 82.2
Issued July 20, 2004

Issued By

Date Effective: With Service Rendered

On and After
July 1, 2004



John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
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

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: December 28, 2005

Issued By

Date Effective: With Service Rendered



**On and After
July 1, 2004**

**John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Lexington, Kentucky**

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

**TERMS AND CONDITIONS
Discontinuance of Service**

In accordance with and subject to the rules and regulations of the Public Service Commission of Kentucky, the Company shall have the right to refuse or discontinue to serve an applicant or customer under the following conditions:

- A. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce the customer to comply with its rules and then only after the customer has been given at least 10 days written notice of such intention, mailed to his last known address.
- B. When a dangerous condition is found to exist on the customer's or applicant's premises. In such case service will be discontinued without notice or refused, as the case might be. Company will notify the customer or applicant immediately of the reason for the discontinuance or refusal and the corrective action to be taken before service can be restored or initiated.
- C. When a customer or applicant refuses or neglects to provide reasonable access and/or easements to and on his premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given 15 days written notice of Company's intention to discontinue or refuse service.
- D. When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- E. When customer or applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- F. When directed to do so by governmental authority.
- G. Service will not be supplied to any premises if the applicant or customer is indebted to the Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Service will not be continued to any premises if the applicant or customer is indebted to the Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 14(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which the customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred. When there is no lapse in service, such transferred final bills will be subject to the Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 14(1)(f). Final Bills transferred following a lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by the customer; (2) the customer and the Company have entered into a contractual agreement which allows for such a disconnection; or (3) the current account is subsequently disconnected for service supplied at that point of delivery, at which time, all unpaid and past due balances must be paid prior to reconnect. The Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

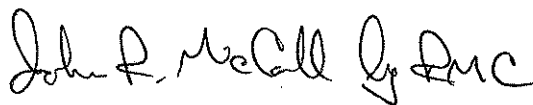
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**Date of Issue: December 28, 2005
Canceling Original Sheet No. 90
Issued July 20, 2004**

Issued By

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



**John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Lexington, Kentucky**

TERMS AND CONDITIONS

Discontinuance of Service

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Service will not be supplied or continued to any premises if at the time of application for service the applicant is merely acting as an agent of a person or former customer who is indebted to the Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where the applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to the Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- H. For non-payment of bills. The Company shall have the right to discontinue service for non-payment of bills after the customer has been given at least ten days written notice separate from his original bill. Cut-off may be effected not less than 27 days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than 30 days from the original date of discontinuance. The Company shall notify 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.

- I. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means a customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to the customer may be discontinued without notice. Within twenty-four (24) hours after such termination, the Company shall send written notification to the customer of the reasons for such discontinuance of service and of the customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. The Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. The Company shall not be required to restore service until the customer has complied with all rules of the Company and regulations of the Commission and the Company has been reimbursed for the estimated amount of the service rendered and the cost to the Company incurred by reason of the fraudulent use.

When service has been discontinued for any of the above reasons, the Company shall not be responsible for any damage that may result therefrom.

Discontinuance or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to the Company.

Date of Issue: December 28, 2005
Canceling Original Sheet No. 90.1
Issued July 20, 2004

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



John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
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

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. The provision of new service to an applicant shall be conditional and may be disconnected without advance notice for seventy-two (72) hours from the time of application in order for the Company to confirm that its tariffed rules and Commission administrative regulations have been met.

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, unless otherwise prevented by the rate schedule under which the Customer is currently served, after trial of the schedule originally designated; however, after the first such change, the Company shall 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.

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**Date of Issue: December 28, 2005
Canceling Original Sheet No. 82
Issued July 20, 2004**

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

John R. McCall by RMC

**John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Louisville, Kentucky**

TERMS AND CONDITIONS

Customer Responsibilities

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 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.

Date of Issue: December 2, 2005
Canceling Original Sheet No. 82.1
Issued July 20, 2004

Issued By

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



John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Louisville, Kentucky

TERMS AND CONDITIONS

Customer Responsibilities

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.

Except in cases where the Customer has 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

Date of Issue: December 28, 2005
Canceling Original Sheet No. 82.2
Issued July 20, 2004

Issued By *John R. McCall* by *JMC*

John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Louisville, Kentucky

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

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TERMS AND CONDITIONS

Company Responsibilities

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.

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Date of Issue: December 28, 2005

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Date Effective: With Service Rendered



**On and After
July 1, 2004**

**John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Louisville, Kentucky**

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

TERMS AND CONDITIONS
Discontinuance of Service

In accordance with and subject to the rules and regulations of the Public Service Commission of Kentucky, the Company shall have the right to refuse or discontinue to serve an applicant or customer under the following conditions:

- A. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce the customer to comply with its rules and then only after the customer has been given at least 10 days written notice of such intention, mailed to his last known address.
- B. When a dangerous condition is found to exist on the customer's or applicant's premises. In such case service will be discontinued without notice or refused, as the case might be. Company will notify the customer or applicant immediately of the reason for the discontinuance or refusal and the corrective action to be taken before service can be restored or initiated.
- C. When a customer or applicant refuses or neglects to provide reasonable access and/or easements to and on his premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given 15 days written notice of Company's intention to discontinue or refuse service.
- D. When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- E. When customer or applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- F. When directed to do so by governmental authority.
- G. Service will not be supplied to any premises if the applicant or customer is indebted to the Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Service will not be continued to any premises if the applicant or customer is indebted to the Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 14(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which the customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred. When there is no lapse in service, such transferred final bills will be subject to the Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 14(1)(f). Final Bills transferred following a lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by the customer; (2) the customer and the Company have entered into a contractual agreement which allows for such a disconnection; or (3) the current account is subsequently disconnected for service supplied at that point of delivery, at which time, all unpaid and past due balances must be paid prior to reconnect. Final Bills may be transferred regardless of whether they are for combination gas and electric or gas only or electric only charges. The Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

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Date of Issue: December 28, 2005
Canceling Original Sheet No. 90
Issued July 20, 2004

Issued By
John R. McCall by *JRC*
John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Louisville, Kentucky

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

TERMS AND CONDITIONS
Discontinuance of Service

Service will not be supplied or continued to any premises if at the time of application for service the applicant is merely acting as an agent of a person or former customer who is indebted to the Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where the applicant is partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to the Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- H. For non-payment of bills. The Company shall have the right to discontinue service for non-payment of bills after the customer has been given at least ten days written notice, separate from his original bill. Cut-off may be effected not less than 27 days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than 30 days from the original date of discontinuance. The Company shall notify 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.

- I. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means a customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to the customer may be discontinued without notice. Within twenty-four (24) hours after such termination, the Company shall send written notification to the customer of the reasons for such discontinuance of service and of the customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. The Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. The Company shall not be required to restore service until the customer has complied with all rules of the Company and regulations of the Commission and the Company has been reimbursed for the estimated amount of the service rendered and the cost to the Company incurred by reason of the fraudulent use.

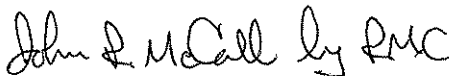
When service has been discontinued for any of the above reasons, the Company shall not be responsible for any damage that may result therefrom.

Discontinuance or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to the Company.

Date of Issue: December 28, 2005
Canceling Original Sheet No. 90.1
Issued July 20, 2004

Issued By

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



**John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Louisville, Kentucky**

Issued By Authority of an Order of the KPSC in Case No. 2003-00433 dated June 30, 2004

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 gas service. The Company shall have the right to reject for valid reasons any such application or contract. The provision of new service to an applicant shall be conditional and may be disconnected without advance notice for seventy-two (72) hours from the time of application in order for the Company to confirm that its tariffed rules and Commission administrative regulations have been met.

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 gas service is clearly outside the scope of Company's standard rate schedules, Company may establish special terms and require special contracts giving effect to such unusual circumstances.

TRANSFER OF APPLICATION

Applications for gas service are not transferable and new occupants of premises will be required to make application for service before commencing the use of gas. Customers who have been receiving gas service shall notify the Company when discontinuance of service is desired, and shall pay for all gas 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, unless otherwise prevented by the rate schedule under which the Customer is currently served, after trial of the schedule originally designated; however, after the first such change, the Company shall 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.

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Date of Issue: December 28, 2005
Canceling Original Sheet No. 82
Issued July 20, 2004

Issued By

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

John R. McCall by JMC
**John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Louisville, Kentucky**

TERMS AND CONDITIONS
Customer Responsibilities

CUSTOMER'S EQUIPMENT AND INSTALLATION.

The customer shall furnish, install, and maintain at his expense the necessary Customer's Service Line extending from Company's Service Connection at the property line to the building or place of utilization of the gas.

All piping, appliances, and other gas equipment and apparatus, except the meter and regulator, located on and within the customer's premises beyond point of connection with the Company's Service Commission at the property line shall be furnished and installed by and at the expense of the customer, and shall be maintained by the customer in good and safe condition. The Company assumes no responsibility whatsoever for the condition of the customer's piping, apparatus or appliances, nor for the maintenance or renewal 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 gas service or for the purpose of turning on and shutting off the gas supply 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 the responsibility for any consumption and the Company's property and service.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

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

LIABILITY

The Customer assumes all responsibility for the gas service upon the Customer's premises at and from the point of delivery of gas and for the pipes 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 gas, occasioned by such gas or said pipes and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of the Company.

Date of Issue: December 28, 2005
Canceling Original Sheet No. 82.1
Issued July 20, 2004

Issued By

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

John R. McCall by RMC

John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Louisville, Kentucky

**TERMS AND CONDITIONS
Discontinuance of Service**

In accordance with and subject to the rules and regulations of the Public Service Commission of Kentucky, the Company shall have the right to refuse, or to discontinue to serve, an applicant or customer under the following conditions:

- A. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce the customer to comply with its rules and then only after the customer has been given at least 10 days written notice of such intention, mailed to his last known address.
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**Date of Issue: December 28, 2005
Canceling Original Sheet No. 89
Issued July 20, 2004**

Issued By

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

John R. McCall by FMC

**John R. McCall, Executive Vice President
General Counsel and Corporate Secretary
Louisville, Kentucky**

TERMS AND CONDITIONS
Discontinuance of Service

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John R. McCall, Executive Vice President
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Date Effective: With Service Rendered
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U.S. POSTAGE
\$04.75

LOUISVILLE KY. 40202
||DEC 28 2005 04750 049556||
||FP0595483 JM001 03668CDCH||

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Louisville, Kentucky 40232



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JAN 09 2006

PUBLIC SERVICE
COMMISSION

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

