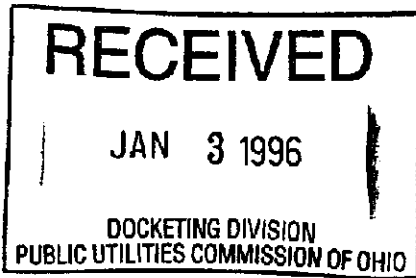


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Cinergy Corp.  
Legal Department  
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**JAMES L. TURNER**  
Senior Counsel



January 2, 1996

**CINERGY**

Mr. Gary L. Vigorito  
Secretary  
Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, Ohio 43266-0573

Re: In the Matter of the Application of The Cincinnati Gas & Electric Company for Approval by the Public Utilities Commission of Ohio of an Agreement with Keebler Corporation Pursuant to Section 4905.31 of the Ohio Revised Code, Case No. 96-03-EL-AEC

Dear Secretary Vigorito:

Enclosed herewith for filing are the original and ten (10) copies of an Application in the above-mentioned matter. After assigning a case number, would you please date stamp the additional copy and return it to me. I have enclosed a self-addressed postage paid envelope for your convenience in returning the copy to me. Should you have any questions, please call me.

Very truly yours,

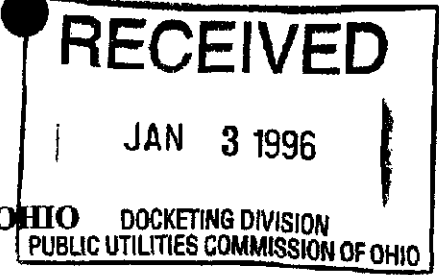
James L. Turner

bb

Enc.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician Ann M. N. Date Processed Jan 4, 1996

The Cincinnati Gas & Electric Company  
PSI Energy, Inc. Vigorito ltr.



BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE APPLICATION )  
OF THE CINCINNATI GAS & ELECTRIC )  
COMPANY FOR APPROVAL BY THE )  
PUBLIC UTILITIES COMMISSION OF )  
OHIO OF AN AGREEMENT WITH )  
KEEBLER CORPORATION PURSUANT )  
TO SECTION 4905.31 OF THE )  
OHIO REVISED CODE. )

CASE NO. 96-03-EL-AEC

APPLICATION

TO THE HONORABLE PUBLIC UTILITIES COMMISSION OF OHIO:

1. The Cincinnati Gas & Electric Company ("CG&E" or the "Company"), Applicant herein, is an Ohio corporation engaged in the business of generating and supplying energy to consumers in Ohio, and as such, is a public utility as defined by §§4905.02 and 4905.03 of the Ohio Revised Code and is subject to the jurisdiction of the Commission.

2. Pursuant to §4905.31 of the Ohio Revised Code, CG&E hereby requests approval of an Agreement with Keebler Corporation ("Keebler"), a copy of which is attached hereto as Appendix A.

3. The Agreement which is the subject of this Application will permit CG&E to read Keebler's gas and electric meters every four weeks (rather than monthly) and bill Keebler for thirteen demand and usage reads (rather than twelve) on an annual basis. This Agreement will enable Keebler to reduce its administration of gas and electric utility bill payments. The

Agreement thus enables CG&E to satisfy its customers needs and enhance the value of gas and electric service provided by the Company.

4. The Agreement provides that CG&E will read gas and electric meters every four weeks and bill Keebler for thirteen demand and usage reads on an annual basis. In order to make the thirteen billing cycles equate to the normal twelve billing cycles, the adjusted billing demand will be calculated by multiplying customer's current billing demand by 12/13, or 0.92308. This adjusted billing demand will then become Keebler's billing demand, unless the ratchet applies. For calculating the ratcheted amount, the billing demand will be no less than 85% of 12/13 of the highest actual billing demand established in the summer period or the adjusted billing demand, whichever is greater.

5. Pursuant to the Agreement, Keebler will pay CG&E an additional service charge for the services provided under the Agreement.

6. CG&E's Service Regulations and Rates as filed with and approved by this Commission shall at all times be applicable to utility service provided under the Agreement, except as provided herein. By its terms, the Agreement shall be effective as of the date of approval by the Commission, so prompt Commission approval is necessary.

WHEREFORE, The Cincinnati Gas & Electric Company prays that the Commission approve, pursuant to the provisions of §4905.31 of the Ohio Revised Code, the Agreement attached hereto as Appendix A.

Respectfully submitted,

THE CINCINNATI GAS & ELECTRIC COMPANY

By James B. Gainer  
James B. Gainer  
James L. Turner

Cinergy Corp.  
139 E. Fourth Street  
P.O. Box 960  
Cincinnati, Ohio 45201-0960  
513.287.3232

Attorneys for Applicant,  
The Cincinnati Gas & Electric Company

## AGREEMENT

THIS AGREEMENT is made and entered into as of the 17<sup>TH</sup> day of NOVEMBER, 1995, between The Cincinnati Gas & Electric Company ("Company" or "CG&E") and Keebler Corporation ("Customer" or "Keebler").

### Article I.

#### Scope and Purpose.

1.1 Keebler is a customer currently taking service under Company's Electric Rate DP and Gas Rate IT. The purpose of this Agreement is to set forth the terms and conditions under which Company will read and bill Customer for gas and electric demands and usages on a four-week basis rather than on a monthly billing cycle.

### Article II.

#### Application of Four Week Billing Cycle.

2.1 Company agrees to read Customer's gas and electric meters every four (4) weeks (rather than monthly) and bill Customer for thirteen (13) demand and usage reads (rather than twelve (12)) on an annual basis.

2.2 In order to make the thirteen (13) billing cycles equate to the normal twelve (12) billing cycles, the adjusted customer charge for electric and the adjusted administrative charge for gas will be calculated by multiplying the amounts charged in the appropriate tariffs by 12/13. The adjusted billing demand will be calculated by multiplying Customer's current billing demand by 12/13, or 0.92308. This adjusted billing demand will then become Customer's billing demand, unless the ratchet applies.

2.3 For calculating the ratcheted amount, the billing demand will be no less than 85% of 12/13 of the highest actual billing demand established in the summer period or the adjusted billing demand, whichever is greater. For the purposes of this Agreement, the "summer period" is defined as any billing period ending in the months June through September.

### Article III.

#### Term of Contract and Initial Bill.

3.1 The initial term of this Agreement will be for a period of one year. Thereafter, the Agreement may be terminated by either party by giving thirty (30) days written notice to the other party of its intent to terminate the Agreement.

3.2 The initial four-week billing period under this Agreement shall be specified by Customer on a date after approval of this Agreement by the Public Utilities

Commission of Ohio, as specified in Article V of this Agreement. The initial bill under this Agreement will be prorated for the period between the last monthly bill and the first four-week bill.

**Article IV.  
Charge for Service.**

4.1 Beginning with the initial bill under this Agreement and continuing for the period this Agreement is in effect, Customer will pay an additional customer charge of One Hundred Dollars (\$100), per billing period, for the services provided under this Agreement. This charge will be in addition to the adjusted customer charge mentioned in Article II Section 2.2.

**Article V.  
Regulatory Approval.**

5.1 This Agreement is subject to the approval of the Public Utilities Commission of Ohio and shall be effective as of the date approval of this Agreement is received. The Company agrees to seek Commission approval immediately upon execution of this Agreement by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the day and year first above written.

The Cincinnati Gas & Electric Company



Keebler Corporation

