# **Stipulation Exhibit 1 KU Depreciation Rates**

		Rate effective
Description	<b>Current Rate</b>	<b>July-2017</b>
KU-130100- KY Organization	0.00%	0.00%
KU-130100- VA Organization	0.00%	0.00%
KU-130200-Franchises and Consents	18.78%	3.63%
KU-130300-Misc Intangible Plant	15.28%	20.96%
KU-130310-CCS Software	9.94%	10.06%
KU-131020-EWB 1 Land	0.00%	0.00%
KU-131020-EWB 3 Land	0.00%	0.00%
KU-131020-EWB 3 Land ECR 2011	0.00%	0.00%
KU-131020-GH 1 Land	0.00%	0.00%
KU-131020-GH 4 Land ECR 2009	0.00%	0.00%
KU-131020-GR 1&2 Land	0.00%	0.00%
KU-131020-PI 1&2 Land	0.00%	0.00%
KU-131020-PI 3 Land	0.00%	0.00%
KU-131020-TC 2 Land	0.00%	0.00%
KU-131020-TC 2 Land ECR 2009	0.00%	0.00%
KU-131020-TY 3 Land	0.00%	0.00%
KU-131100-EWB 1 Structures and Imp	0.04%	0.05%
KU-131100-EWB 2 Structures and Imp	0.59%	0.67%
KU-131100-EWB 3 Struc	1.60%	1.80%
KU-131100-EWB 3 Struc ECR 2009	1.60%	1.80%
KU-131100-EWB3 FGD Struc	4.28%	4.83%
KU-131100-GH 1 Struc	0.28%	0.32%
KU-131100-GH 1 Structure-Ash Pond	0.00%	0.00%
KU-131100-GH 1SC Structures and Im	1.03%	1.16%
KU-131100-GH 1SC-Ash Pond	0.00%	0.00%
KU-131100-GH 2 Structures and Impr	0.78%	0.88%
KU-131100-GH 3 Struc	1.30%	1.47%
KU-131100-GH 3 Struc ECR 2011	1.30%	1.47%
KU-131100-GH 4 Struc	2.21%	2.49%
KU-131100-GH 4 Struc ECR 2009	2.21%	2.49%
KU-131100-GH2 FGD Structures and I	1.06%	1.20%
KU-131100-GR 1-2 Structures and Im	0.00%	0.00%
KU-131100-GR 3 Structures and Impr	0.00%	0.00%
KU-131100-GR 4 Structures and Impr	5.78%	0.00%
KU-131100-PI 3 Structures and Impr	0.00%	0.00%
KU-131100-SL Structures and Improv	0.99%	1.12%
KU-131100-TC 2 FGD Struc & Improv	1.28%	1.44%
KU-131100-TC2 Struct	1.82%	2.05%

TD 1.4	C ADA	Rate effective
Description	Current Rate	July-2017
KU-131100-TC2 Struct ECR 2009	1.82%	2.05%
KU-131100-TC2 Structure-Ash Pond	0.00%	0.00%
KU-131100-TY 1&2 Structures and Im	0.00%	0.00%
KU-131100-TY 3 Structures and Impr	0.00%	0.00%
KU-131200-EWB 1 Ash Pond	0.00%	0.00%
KU-131200-EWB 1 Boil	2.80%	3.16%
KU-131200-EWB 2 Ash Pond	0.00%	0.00%
KU-131200-EWB 2 Boil	2.64%	2.98%
KU-131200-EWB 3 Ash Pond	0.00%	0.00%
KU-131200-EWB 3 Boil	2.35%	2.65%
KU-131200-EWB 3 Boil ECR 2009	2.35%	2.65%
KU-131200-EWB 3 Boil ECR 2011	2.35%	2.65%
KU-131200-EWB 3 ECR 2016 Plan	2.35%	2.65%
KU-131200-EWB3 FGD Boil	4.27%	4.81%
KU-131200-GH 1 Ash Pond	0.00%	0.00%
KU-131200-GH 1 Boil	2.60%	2.93%
KU-131200-GH 1 Boil ECR 2011	2.60%	2.93%
KU-131200-GH 1SC Boil	3.70%	4.17%
KU-131200-GH 1SC Boil ECR 2016	3.70%	4.17%
KU-131200-GH 2 Boil	1.46%	1.65%
KU-131200-GH 2 Boil ECR 2011	1.46%	1.65%
KU-131200-GH 2SC Ash Pond	0.00%	0.00%
KU-131200-GH 2SC Boil	2.11%	2.38%
KU-131200-GH 2SC Boil ECR 2016	2.11%	2.38%
KU-131200-GH 3 Boil	2.00%	2.26%
KU-131200-GH 3 Boil ECR 2011	2.00%	2.26%
KU-131200-GH 4 Ash Pond	0.00%	0.00%
KU-131200-GH 4 Boil	2.31%	2.60%
KU-131200-GH 4 Boil ECR 2009	2.31%	2.60%
KU-131200-GH 4 Boil ECR 2011	2.31%	2.60%
KU-131200-GH 4 Boil ECR 2016	2.31%	2.60%
KU-131200-GH3 FGD Boil	3.45%	3.89%
KU-131200-GH3 FGD Boil ECR 2016	3.45%	3.89%
KU-131200-GH4 FGD Boil	3.56%	4.01%
KU-131200-GH4 FGD Boil ECR 2016	3.56%	4.01%
KU-131200-GR 1-2 Boiler Plant Equi	0.00%	0.00%
KU-131200-GR 3 Ash Pond	0.00%	0.00%
KU-131200-GR 3 Boil	5.54%	0.00%

		Rate effective
Description	<b>Current Rate</b>	<b>July-2017</b>
KU-131200-GR 4 Boil	5.54%	0.00%
KU-131200-PI 3 Ash Pond	0.00%	0.00%
KU-131200-PI 3 Boiler Plant Equipm	0.00%	0.00%
KU-131200-TC 2 Ash Pond	0.00%	0.00%
KU-131200-TC 2 Boil	2.10%	2.37%
KU-131200-TC 2 Boil ECR 2009	2.10%	2.37%
KU-131200-TC 2 Boil ECR 2016	2.10%	2.37%
KU-131200-TC2 FGD Boil	1.97%	2.22%
KU-131200-TY 1&2 Boiler Plant Equi	0.00%	0.00%
KU-131200-TY 3 Ash Pond	0.00%	0.00%
KU-131200-TY 3 Boil	5.95%	0.00%
KU-131400-EWB 1 Turbogenerator Uni	2.38%	2.68%
KU-131400-EWB 2 Turbogenerator Uni	1.53%	1.73%
KU-131400-EWB 3 Turbogenerator Uni	1.53%	1.73%
KU-131400-GH 1 Turbogenerator Unit	2.31%	2.60%
KU-131400-GH 2 Turbogenerator Unit	1.87%	2.11%
KU-131400-GH 3 Turbogenerator Unit	1.75%	1.97%
KU-131400-GH 4 Turbogenerator Unit	2.12%	2.39%
KU-131400-TC 2 Turbogenerator Unit	2.10%	2.37%
KU-131500-EWB 1 Accessory Electric	1.18%	1.33%
KU-131500-EWB 2 Acc	1.89%	2.13%
KU-131500-EWB 3 Acc	1.19%	1.34%
KU-131500-EWB 3 FGD Acc	4.25%	4.79%
KU-131500-GH 1 Access ECR 2011	0.53%	0.60%
KU-131500-GH 1 Accessory Electric	0.53%	0.60%
KU-131500-GH 1SC Acc	3.58%	4.04%
KU-131500-GH 2 Acc ECR 2011	1.32%	1.49%
KU-131500-GH 2 Accessory Electric	1.32%	1.49%
KU-131500-GH 2SC Acc	4.38%	4.94%
KU-131500-GH 3 Acc ECR 2011	1.29%	1.45%
KU-131500-GH 3 Accessory Electric	1.29%	1.45%
KU-131500-GH 4 Acc ECR 2009	1.48%	1.67%
KU-131500-GH 4 Acc ECR 2011	1.48%	1.67%
KU-131500-GH 4 Accessory Electric	1.48%	1.67%
KU-131500-GH3 FGD Acc	3.47%	3.91%
KU-131500-GH4 FGD Acc	3.59%	4.05%
KU-131500-GR 3 Accessory Electric	14.12%	15.92%
KU-131500-GR 4 Accessory Electric	8.49%	9.57%

		Rate effective
Description	<b>Current Rate</b>	<b>July-2017</b>
KU-131500-TC 2 Acc	1.93%	2.18%
KU-131500-TC 2 Acc ECR 2009	1.93%	2.18%
KU-131500-TC 2 FGD Accessory Equip	1.47%	1.66%
KU-131500-TY 3 Accessory Electric	12.87%	14.51%
KU-131600-EWB 1 Misc Power Plant E	1.42%	1.60%
KU-131600-EWB 2 Misc Power Plant E	0.05%	0.06%
KU-131600-EWB 3 Misc Power Plant E	2.08%	2.35%
KU-131600-GH 1 Misc Power Plant Eq	0.69%	0.78%
KU-131600-GH 1SC Misc Power Plant	1.13%	1.27%
KU-131600-GH 2 Misc Power Plant Eq	0.58%	0.65%
KU-131600-GH 3 Misc Power Plant Eq	1.06%	1.20%
KU-131600-GH 3 Misc PwrPlt ECR 2011	1.06%	1.20%
KU-131600-GH 4 Misc Power Plant Eq	2.69%	3.03%
KU-131600-GR 1&2 Misc Power Plant	0.00%	0.00%
KU-131600-GR 4 Misc Power Plant Eq	10.86%	12.24%
KU-131600-SL Misc Power Plant Equi	2.70%	3.04%
KU-131600-TC 2 Misc Power Plant Equ	2.23%	2.51%
KU-131600-TY 1&2 Misc Power Plant	0.00%	0.00%
KU-131600-TY 3 Misc Power Plant Eq	14.52%	16.37%
KU-133010-DD Land Rights	0.00%	0.00%
KU-133100-DD Structures and Improv	1.62%	2.48%
KU-133200-DD Reservoirs, Dams, and	2.48%	2.61%
KU-133300-DD Water Wheels, Turbine	3.66%	3.86%
KU-133400-DD Accessory Electric Eq	3.51%	3.81%
KU-133500-DD Misc Power Plant Equi	4.38%	3.76%
KU-133600-DD Roads, Railroads, and	3.85%	3.33%
KU-134020-EWB 8 Land	0.00%	0.00%
KU-134020-EWB Solar Facility Land	0.00%	0.00%
KU-134020-Land	0.00%	0.00%
KU-134100-CR 7 Structures and Impr	2.62%	3.03%
KU-134100-EWB 10 Structures and Im	2.83%	2.92%
KU-134100-EWB 11 Structures and Im	3.78%	4.32%
KU-134100-EWB 5 Structures and Im	3.71%	3.94%
KU-134100-EWB 6 Structures and Imp	4.07%	4.34%
KU-134100-EWB 7 Structures and Imp	3.92%	4.33%
KU-134100-EWB 8 Structures and Imp	3.56%	3.97%
KU-134100-EWB 9 Structures and Imp	2.64%	2.76%
KU-134100-EWB Solar Struc and Imp	4.24%	4.24%

		Rate effective
Description	<b>Current Rate</b>	<b>July-2017</b>
KU-134100-HA 1,2,&3 Structures and	9.88%	19.17%
KU-134100-PR 13 Structures and Imp	3.71%	4.16%
KU-134100-TC 10 Structures and Imp	3.72%	3.79%
KU-134100-TC 5 Structures and Impr	3.77%	3.87%
KU-134100-TC 6 Structures and Impr	3.76%	3.86%
KU-134100-TC 7 Structures and Impr	3.71%	3.78%
KU-134100-TC 8 Structures and Impr	3.71%	3.78%
KU-134100-TC 9 Structures and Impr	3.72%	3.79%
KU-134200-CR 7 Fuel Holders, Produ	2.73%	3.10%
KU-134200-EWB 10 Fuel Holders, Pro	4.80%	5.43%
KU-134200-EWB 11 Fuel Holders, Pro	6.22%	7.39%
KU-134200-EWB 5 Fuel Holders, Prod	4.62%	5.00%
KU-134200-EWB 6 Fuel Holders, Prod	5.74%	6.96%
KU-134200-EWB 7 Fuel Holders, Prod	5.81%	6.99%
KU-134200-EWB 8 Fuel Holders, Prod	7.02%	6.53%
KU-134200-EWB 9 Fuel Holders, Prod	3.17%	4.65%
KU-134200-HA 1,2,&3 Fuel Holders,	10.26%	15.74%
KU-134200-PR 13 Fuel Holders, Prod	3.64%	3.89%
KU-134200-TC 10 Fuel Holders, Prod	3.65%	3.85%
KU-134200-TC 5 Fuel Holders, Produ	3.67%	3.90%
KU-134200-TC 6 Fuel Holders, Produ	3.67%	3.90%
KU-134200-TC 7 Fuel Holders, Produ	3.62%	3.82%
KU-134200-TC 8 Fuel Holders, Produ	3.62%	3.82%
KU-134200-TC 9 Fuel Holders, Produ	3.64%	3.83%
KU-134300-Cane Run 7 Prime Movers	2.79%	3.57%
KU-134300-EWB 10 Prime Movers	3.30%	4.94%
KU-134300-EWB 11 Prime Movers	4.42%	4.82%
KU-134300-EWB 5 Prime Movers	4.16%	4.41%
KU-134300-EWB 6 Prime Movers	5.05%	5.42%
KU-134300-EWB 7 Prime Movers	4.95%	5.28%
KU-134300-EWB 8 Prime Movers	5.20%	5.81%
KU-134300-EWB 9 Prime Movers	3.25%	4.74%
KU-134300-PR 13 Prime Movers	4.35%	5.53%
KU-134300-TC 10 Prime Movers	3.94%	4.49%
KU-134300-TC 5 Prime Movers	3.93%	4.58%
KU-134300-TC 6 Prime Movers	4.32%	4.50%
KU-134300-TC 7 Prime Movers	3.89%	4.52%
KU-134300-TC 8 Prime Movers	3.89%	4.57%

		Rate effective
Description	<b>Current Rate</b>	<b>July-2017</b>
KU-134300-TC 9 Prime Movers	3.94%	4.48%
KU-134400-CR 7 Generators	3.11%	2.89%
KU-134400-EWB 10 Generators	2.56%	2.94%
KU-134400-EWB 11 Generators	3.44%	5.55%
KU-134400-EWB 5 Generators	3.58%	3.98%
KU-134400-EWB 6 Generators	3.56%	4.02%
KU-134400-EWB 7 Generators	3.61%	4.08%
KU-134400-EWB 8 Generators	3.38%	4.04%
KU-134400-EWB 9 Generators	2.39%	2.77%
KU-134400-EWB Solar Generators	4.61%	4.61%
KU-134400-HA 1,2,&3 Generators	1.91%	5.37%
KU-134400-PR 13 Generators	3.48%	4.21%
KU-134400-TC 10 Generators	3.48%	3.76%
KU-134400-TC 5 Generators	3.52%	3.85%
KU-134400-TC 6 Generators	3.52%	3.85%
KU-134400-TC 7 Generators	3.47%	3.75%
KU-134400-TC 8 Generators	3.47%	3.75%
KU-134400-TC 9 Generators	3.48%	3.76%
KU-134500-CR 7 Accessory Electric	2.97%	2.96%
KU-134500-EWB 10 Accessory Electri	3.00%	3.77%
KU-134500-EWB 11 Accessory Electri	4.33%	4.92%
KU-134500-EWB 5 Accessory Electric	3.90%	4.23%
KU-134500-EWB 6 Accessory Electric	3.99%	4.44%
KU-134500-EWB 7 Accessory Electric	4.00%	4.45%
KU-134500-EWB 8 Accessory Electric	4.03%	5.84%
KU-134500-EWB 9 Accessory Electric	3.02%	3.64%
KU-134500-EWB Solar Accessory Elec	4.36%	4.36%
KU-134500-HA 1,2,&3 Accessory Elec	7.66%	22.16%
KU-134500-PR 13 Accessory Electric	3.62%	4.01%
KU-134500-TC 10 Acessory Electric	3.83%	4.04%
KU-134500-TC 5 Accessory Electric	3.69%	4.18%
KU-134500-TC 6 Accessory Electric	4.02%	4.25%
KU-134500-TC 7 Accessory Electric	3.60%	4.13%
KU-134500-TC 8 Accessory Electric	3.60%	3.79%
KU-134500-TC 9 Accessory Electric	3.62%	3.91%
KU-134600-CR 7 Misc. Power Plant E	2.82%	3.32%
KU-134600-EWB 10 Misc Power Plant	3.21%	3.26%
KU-134600-EWB 11 Misc Power Plant	4.82%	5.22%

		Rate effective
Description	<b>Current Rate</b>	<b>July-2017</b>
KU-134600-EWB 5 Misc Power Plant E	3.88%	4.01%
KU-134600-EWB 6 Misc Power Plant E	4.28%	6.22%
KU-134600-EWB 7 Misc Power Plant E	4.06%	6.24%
KU-134600-EWB 8 Misc Power Plant E	4.45%	4.98%
KU-134600-EWB 9 Misc Power Plant E	2.80%	3.31%
KU-134600-EWB Solar Misc Power Plt	4.25%	4.25%
KU-134600-HA 1,2,&3 Misc Power Pla	1.13%	17.75%
KU-134600-PR 13 Misc Power Plant E	3.87%	3.93%
KU-134600-TC 10 Misc Power Plant E	4.50%	4.61%
KU-134600-TC 5 Misc. Power Plant E	3.94%	4.04%
KU-134600-TC 7 Misc. Power Plant E	3.87%	3.89%
KU-134600-TC 8 Misc. Power Plant E	3.87%	3.89%
KU-134600-TC 9 Misc. Power Plant E	3.88%	3.91%
KU-135010- KY Land Rights	0.96%	0.86%
KU-135010- TN Land Rights	0.96%	0.86%
KU-135010- VA Land Rights	0.96%	0.86%
KU-135020- KY Land	0.00%	0.00%
KU-135020- VA Land	0.00%	0.00%
KU-135210- KY Struc & Imprv-Non Sys	1.75%	1.66%
KU-135210- KY Struc NonSys Dix Ctrl	1.75%	1.66%
KU-135210- VA Struc & Imprv-Non Sys	1.75%	1.66%
KU-135220-Struct & Improve-System	1.58%	1.83%
KU-135310- KY Station Equip -Non Sy	1.67%	1.90%
KU-135310- VA Station Equip -Non Sy	1.67%	1.90%
KU-135320-Station Equipment-System	0.00%	0.00%
KU-135400- KY Towers Fix	1.36%	1.69%
KU-135400- VA Towers and Fixtures	1.36%	1.69%
KU-135500- KY Poles	2.34%	2.93%
KU-135500- TN Poles and Fixtures	2.34%	2.93%
KU-135500- VA Poles and Fixtures	2.34%	2.93%
KU-135600- TN Overhead Conductors	1.94%	2.54%
KU-135600- VA Overhead Conductors	1.94%	2.54%
KU-135600-KY OH Cond	1.94%	2.54%
KU-135700- KY Underground Conduit	2.27%	1.70%
KU-135800- KY Undergrd Conductors a	0.98%	0.74%
KU-136010- KY Land Rights	0.58%	0.64%
KU-136010- TN Land Rights	0.58%	0.64%
KU-136010- VA Land Rights	0.58%	0.64%

		Rate effective
Description	<b>Current Rate</b>	<b>July-2017</b>
KU-136020-KY Land	0.00%	0.00%
KU-136020-TN Land	0.00%	0.00%
KU-136020-VA Land	0.00%	0.00%
KU-136025-VA Land	0.00%	0.00%
KU-136100- KY Struct and Improv	2.00%	2.15%
KU-136100- TN Struct and Improv	2.00%	2.15%
KU-136100- VA Struct and Improv	2.00%	2.15%
KU-136200- KY Station Equipment	2.27%	2.29%
KU-136200- TN Station Equipment	2.27%	2.29%
KU-136200- VA Station Equipment	2.27%	2.29%
KU-136400-KY Ghent Transpt ECR 2009	2.33%	2.67%
KU-136400-KY Poles, Towers, and Fix	2.33%	2.67%
KU-136400-TN Poles, Towers, and Fix	2.33%	2.67%
KU-136400-VA Poles, Towers, and Fix	2.33%	2.67%
KU-136500- KY Overhead Conductor	3.23%	2.47%
KU-136500- TN Overhead Conductor	3.23%	2.47%
KU-136500- VA Overhead Conductor	3.23%	2.47%
KU-136500-KY Ghent Transpt ECR 2009	3.23%	2.47%
KU-136600- KY Underground Conduit	2.70%	2.32%
KU-136600-KY Ghent Transpt ECR 2009	2.70%	2.32%
KU-136700- KY Undergrnd Conductors	2.37%	2.43%
KU-136700- VA Undergrnd Conductors	2.37%	2.43%
KU-136700-KY Ghent Transpt ECR 2009	2.37%	2.43%
KU-136800- KY Line Transformers	2.45%	1.79%
KU-136800- TN Line Transformers	2.45%	1.79%
KU-136800- VA Line Transformers	2.45%	1.79%
KU-136900- KY Services	2.03%	1.63%
KU-136900- TN Services	2.03%	1.63%
KU-136900- VA Services	2.03%	1.63%
KU-137000- KY Meters	2.29%	4.29%
KU-137000- KY Meters to Retire	2.29%	3.51%
KU-137000- TN Meters	2.29%	4.29%
KU-137000- TN Meters to Retire	2.29%	3.51%
KU-137000- VA Meters	2.29%	4.29%
KU-137000- VA Meters to Retire	2.29%	3.51%
KU-137001- KY AMS Meters	2.29%	6.85%
KU-137002- KY AMS Meters	2.29%	6.85%
KU-137100- KY Install on Customers	0.81%	0.53%

		Rate effective
<b>Description</b>	Current Rate	July-2017
KU-137100- VA Install on Customers	0.81%	0.53%
KU-137300- KY Str Lighting and Sign	4.00%	4.00%
KU-137300- VA Str Lighting and Sign	4.00%	4.00%
KU-138920- KY Land	0.00%	0.00%
KU-138920- VA Land	0.00%	0.00%
KU-139010- KY Structures & Improv	2.01%	2.43%
KU-139010- VA Structures & Improv	2.01%	2.43%
KU-139010-KY Stru Pinevll Joint Own	2.01%	2.43%
KU-139010-KY Struc Morganfield Offi	2.01%	2.43%
KU-139010-KY Struc One Quality Bldg	2.01%	2.43%
KU-139010-Pinevlle Storerm Owned	2.01%	2.43%
KU-139020- VA Pennington Gap Office	1.72%	1.43%
KU-139020- VA Wise Office	1.72%	1.43%
KU-139020-Carlisle Office	1.72%	1.43%
KU-139020-Earlington Pole Yard	1.72%	1.43%
KU-139020-Eddyville Office	1.72%	1.43%
KU-139020-Flemingsburg Storeroom	1.72%	1.43%
KU-139020-Lexington Northside Offic	1.72%	1.43%
KU-139020-Livermore Storeroom	1.72%	1.43%
KU-139020-London Office	1.72%	1.43%
KU-139020-Morehead Storeroom	1.72%	1.43%
KU-139020-Richmond Office	1.72%	1.43%
KU-139020-Somerset Pole Yard	1.72%	1.43%
KU-139020-Taylorsville Office	1.72%	1.43%
KU-139020-Versailles Storeroom	1.72%	1.43%
KU-139110- KY Office Equipment	4.46%	4.36%
KU-139110- VA Office Equipment	4.46%	4.36%
KU-139120-KY Non PC Computer Equip	21.58%	11.69%
KU-139131-Personal Computers	8.93%	25.02%
KU-139200- KY - Ghent 4 ECR 2009	20.00%	1.97%
KU-139300- KY Stores Equipment	5.07%	4.40%
KU-139300- VA Stores Equipment	5.07%	4.40%
KU-139400- KY Tools, Shop, Garage	4.27%	4.02%
KU-139400- VA Tools, Shop, Garage	4.27%	4.02%
KU-139600-KY Power Op Equip Lg Mach	8.89%	5.65%
KU-139600-VA Power Op Equip Lg Mach	8.89%	5.65%
KU-139700-KY Microwave, Fiber, Other	5.70%	4.90%
KU-139700-VA Microwave, Fiber, Other	5.70%	4.90%

		Rate effective
Description	<b>Current Rate</b>	<b>July-2017</b>
KU-139710- KY Radios and Telephone	3.75%	10.84%
KU-139710- VA Radios and Telephone	3.75%	10.84%
KU-139720- DSM Equipment	5.70%	14.08%
KU-139800- KY Miscellaneous Equip	0.00%	0.00%
KU-312104-Nonutility Prop - Misc L	0.00%	0.00%
KU-312106-Nonutility-Misc Land Rig	0.00%	0.00%

## Stipulation Exhibit 2 LG&E Electric Depreciation Rates

		Rate effective July-
Description	<b>Current Rate</b>	2017
LGE-130100-Elect. Intagible Plant -	0.00%	0.00%
LGE-131020-Steam-Land	0.00%	0.00%
LGE-131020-TC 2 Land ECR 2009	0.00%	0.00%
LGE-131026-Steam-Land ECR 2011	0.00%	0.00%
LGE-131027-Steam-Land Future Use	0.00%	0.00%
LGE-131100-Cane Run Unit 1 Structur	0.00%	0.00%
LGE-131100-Cane Run Unit 2 Structur	0.00%	0.00%
LGE-131100-Cane Run Unit 3 Structur	0.00%	0.00%
LGE-131100-Cane Run Unit 4 SO2-Stru	0.00%	0.00%
LGE-131100-Cane Run Unit 4 Structur	0.00%	0.00%
LGE-131100-Cane Run Unit 5 Structur	0.48%	0.00%
LGE-131100-CR Unit 6 Struc	6.99%	0.00%
LGE-131100-Distribution Dr ECR 2011	1.65%	1.84%
LGE-131100-Distribution Drive	1.65%	1.84%
LGE-131100-MC Unit 1 Ash Pond	0.00%	0.00%
LGE-131100-MC Unit 1 Struc ECR 2011	0.97%	1.08%
LGE-131100-MC Unit 2 SO2 ECR 2011	0.00%	0.00%
LGE-131100-MC Unit 2 Struc ECR 2011	0.99%	1.10%
LGE-131100-MC Unit 3 Ash Pond	0.00%	0.00%
LGE-131100-MC Unit 4 Struc	1.65%	1.84%
LGE-131100-MC Unit 4 Struc ECR 2011	1.65%	1.84%
LGE-131100-Mill Creek 3 ECR 2011	0.95%	1.06%
LGE-131100-Mill Creek Unit 1 Struct	0.97%	1.08%
LGE-131100-Mill Creek Unit 2 SO2-St	0.00%	0.00%
LGE-131100-Mill Creek Unit 2 Struct	0.99%	1.10%
LGE-131100-Mill Creek Unit 3 SO2-St	0.00%	0.00%
LGE-131100-Mill Creek Unit 3 Struct	0.95%	1.06%
LGE-131100-Mill Creek Unit 4 SO2-St	0.50%	0.56%
LGE-131100-Mill Creek3 SO2 ECR 2011	0.95%	1.06%
LGE-131100-Mill Creek4 SO2 ECR 2011	0.50%	0.56%
LGE-131100-TC Unit 1 Ash Pond	0.00%	0.00%
LGE-131100-TC Unit 1 Struc	1.59%	1.77%
LGE-131100-TC Unit 2 Struc	2.10%	2.34%
LGE-131100-TC Unit 2 Struc ECR 2009	2.10%	2.34%
LGE-131100-Trimble Unit 1 SO2-Struc	1.01%	1.13%
LGE-131100-Trimble Unit 2 FGD-Struc	2.10%	2.34%
LGE-131200-Cane Run Rail Cars - Boi	6.89%	7.68%
LGE-131200-Cane Run Unit 5 SO2 Boil	0.00%	0.00%

		Rate effective July-
Description	<b>Current Rate</b>	2017
LGE-131200-CR Unit 4 Boil	7.66%	0.00%
LGE-131200-CR Unit 5 Boil	13.54%	0.00%
LGE-131200-CR Unit 6 Boil	13.69%	0.00%
LGE-131200-CR6 SO2 Boil	3.70%	0.00%
LGE-131200-MC Unit 1 Boil	2.53%	2.82%
LGE-131200-MC Unit 1 Boil ECR 2011	2.53%	2.82%
LGE-131200-MC Unit 2 Boil	2.84%	3.16%
LGE-131200-MC Unit 2 Boil ECR 2011	2.84%	3.16%
LGE-131200-MC Unit 2 SO2 ECR 2011	1.40%	1.56%
LGE-131200-MC Unit 2 SO2 ECR 2016	1.40%	1.56%
LGE-131200-MC Unit 3 Boil	2.64%	2.94%
LGE-131200-MC Unit 3 Boil ECR 2011	2.64%	2.94%
LGE-131200-MC Unit 3 SO2 ECR 2011	2.17%	2.42%
LGE-131200-MC Unit 3 SO2 ECR 2016	2.17%	2.42%
LGE-131200-MC Unit 4 Boil	2.54%	2.83%
LGE-131200-MC Unit 4 Boil ECR 2011	2.54%	2.83%
LGE-131200-MC Unit 4 Boil ECR 2016	2.54%	2.83%
LGE-131200-MC4 SO2 Boil	1.56%	1.74%
LGE-131200-MC4 SO2 Boil ECR 2011	1.56%	1.74%
LGE-131200-MC4 SO2 Boil ECR 2016	1.56%	1.74%
LGE-131200-Mill Creek Unit 1 SO2 Bo	1.76%	1.96%
LGE-131200-Mill Creek Unit 2 SO2 Bo	1.40%	1.56%
LGE-131200-Mill Creek Unit 3 SO2 Bo	2.17%	2.42%
LGE-131200-TC 2 FGD Boil	2.47%	2.75%
LGE-131200-TC Unit 1 Boil	2.54%	2.83%
LGE-131200-TC Unit 1 Boil ECR 2011	2.54%	2.83%
LGE-131200-TC Unit 2 Ash Pond	0.00%	0.00%
LGE-131200-TC Unit 2 Boil	2.46%	2.74%
LGE-131200-TC Unit 2 Boil ECR 2009	2.46%	2.74%
LGE-131200-TC Unit 2 Boil ECR 2016	2.46%	2.74%
LGE-131200-TC1 SO2 Boil	1.25%	1.39%
LGE-131200-TC1 SO2 Boil ECR 2016	1.25%	1.39%
LGE-131400-Cane Run Unit 4 Turbogen	1.47%	1.64%
LGE-131400-Cane Run Unit 5 Turbogen	0.83%	0.92%
LGE-131400-Mill Creek Unit 1Turboge	1.03%	1.15%
LGE-131400-Mill Creek Unit 2 Turbog	1.49%	1.66%
LGE-131400-Mill Creek Unit 3 Turbog	1.91%	2.13%
LGE-131400-Mill Creek Unit 4 Turbog	1.57%	1.75%

		Rate effective July-
Description	<b>Current Rate</b>	2017
LGE-131400-Trimble Unit 1 Turbogene	2.18%	2.43%
LGE-131400-Trimble Unit 2 Turbogene	2.11%	2.35%
LGE-131500-MC Unit 1 Acc ECR 2011	2.75%	3.06%
LGE-131500-MC Unit 2 Acc ECR 2011	1.78%	1.98%
LGE-131500-MC Unit 2 SO2 ECR 2011	0.00%	0.00%
LGE-131500-MC Unit 3 Acc ECR 2011	0.92%	1.02%
LGE-131500-Mill Creek 4 ECR 2011	1.49%	1.66%
LGE-131500-Mill Creek Unit 1 Access	2.75%	3.06%
LGE-131500-Mill Creek Unit 1 SO2 Ac	0.00%	0.00%
LGE-131500-Mill Creek Unit 2 Access	1.78%	1.98%
LGE-131500-Mill Creek Unit 2 SO2 Ac	0.00%	0.00%
LGE-131500-Mill Creek Unit 3 Access	0.92%	1.02%
LGE-131500-Mill Creek Unit 3 SO2 Ac	0.00%	0.00%
LGE-131500-Mill Creek Unit 4 Access	1.49%	1.66%
LGE-131500-Mill Creek Unit 4 SO2 Ac	0.38%	0.42%
LGE-131500-Mill Crk #3 SO2 ECR 2011	0.00%	0.00%
LGE-131500-Mill Crk #4 SO2 ECR 2011	0.38%	0.42%
LGE-131500-TC Unit 2 Acce	2.29%	2.55%
LGE-131500-TC Unit 2 Acce ECR 2009	2.29%	2.55%
LGE-131500-Trimble 1 Acc ECR 2011	2.00%	2.23%
LGE-131500-Trimble Unit 1 Accessory	2.00%	2.23%
LGE-131500-Trimble Unit 1 SO2 Acces	0.88%	0.98%
LGE-131500-Trimble Unit 2 FGD Acces	0.00%	0.00%
LGE-131600-Cane Run Unit 1 Misc. Po	0.00%	0.00%
LGE-131600-Cane Run Unit 3 Misc. Po	0.00%	0.00%
LGE-131600-Cane Run Unit 5 Misc. Po	15.39%	0.00%
LGE-131600-Cane Run Unit 5 SO2 Misc	0.00%	0.00%
LGE-131600-Cane Run Unit 6 Misc. Po	13.71%	0.00%
LGE-131600-Distribution Dr ECR 2011	2.71%	3.02%
LGE-131600-MC Unit 1 Misc ECR 2011	2.51%	2.80%
LGE-131600-MC Unit 2 Misc ECR 2011	1.76%	1.96%
LGE-131600-Mill Creek #4 ECR 2009	2.71%	3.02%
LGE-131600-Mill Creek #4 ECR 2011	2.71%	3.02%
LGE-131600-Mill Creek Unit 1 Misc P	2.51%	2.80%
LGE-131600-Mill Creek Unit 2 Misc.	1.76%	1.96%
LGE-131600-Mill Creek Unit 3 Misc.	1.22%	1.36%
LGE-131600-Mill Creek Unit 4 Misc.	2.71%	3.02%
LGE-131600-Mill Creek Unit 4 SO2 Mi	2.05%	2.28%

		Rate effective July-
Description	<b>Current Rate</b>	2017
LGE-131600-Trimble Unit 1 Misc. Pow	2.47%	2.75%
LGE-131600-Trimble Unit 2 Misc. Pow	2.54%	2.83%
LGE-133020-Ohio Falls Non-Project	0.00%	0.00%
LGE-133020-Ohio Falls Project 289	0.00%	0.00%
LGE-133100-Ohio Falls Non-Project	1.46%	1.43%
LGE-133100-Ohio Falls Project 289	0.47%	1.59%
LGE-133200-Ohio Falls Project 289	2.62%	0.91%
LGE-133300-Ohio Falls Project 289	2.96%	3.24%
LGE-133400-Ohio Falls Project 289	2.01%	2.39%
LGE-133500-Ohio Falls Non-Project	2.81%	2.77%
LGE-133500-Ohio Falls Project 289	2.63%	3.10%
LGE-133600-Ohio Falls Non-Project	0.00%	0.00%
LGE-133600-Ohio Falls Project 289	2.26%	2.32%
LGE-134020 - TC 10 - Land	0.00%	0.00%
LGE-134020-CT Land	0.00%	0.00%
LGE-134020-EWB Solar Facility Land	0.00%	0.00%
LGE-134020-TC 5 CT Land	0.00%	0.00%
LGE-134100-Cane Run 11- Structures	13.86%	19.67%
LGE-134100-Cane Run 7 Structures	2.62%	2.16%
LGE-134100-EWB 5 Structures and Imp	3.57%	3.97%
LGE-134100-EWB 6 Structures and Imp	4.09%	4.54%
LGE-134100-EWB 7 Structures and Imp	4.08%	4.53%
LGE-134100-EWB Solar Struc and Imp	4.24%	4.24%
LGE-134100-Paddys GT - 12 Structure	3.23%	6.75%
LGE-134100-PR 13 Structures and Imp	3.57%	4.25%
LGE-134100-TC 10 Structures and Imp	3.53%	3.64%
LGE-134100-TC 5 Structures and Impr	3.58%	3.72%
LGE-134100-TC 6 Structures and Impr	3.57%	3.70%
LGE-134100-TC 7 Structures and Impr	3.52%	3.62%
LGE-134100-TC 8 Structures and Impr	3.52%	3.62%
LGE-134100-TC9 Structures and Impro	3.53%	3.64%
LGE-134100-Zorn - Structurses & Imp	0.00%	0.00%
LGE-134200-Cane Run 11-Fuel Holder	14.18%	19.79%
LGE-134200-Cane Run 7 Fuel Holders	2.73%	2.85%
LGE-134200-EWB 5 Fuel Holders, Prod	4.11%	4.43%
LGE-134200-EWB 6 Fuel Holders, Prod	5.40%	6.73%
LGE-134200-EWB 7 Fuel Holders, Prod	8.07%	7.88%
LGE-134200-Paddys GT - 11 Fuel Hold	0.00%	0.00%

		Rate effective July-
Description	<b>Current Rate</b>	2017
LGE-134200-Paddys GT - 12 Fuel Hold	4.93%	9.54%
LGE-134200-PR 13 Fuel Holders, Prod	3.70%	4.00%
LGE-134200-TC 10 Fuel Holders, Prod	3.66%	3.72%
LGE-134200-TC 5 Fuel Holders, Produ	3.68%	3.77%
LGE-134200-TC 6 Fuel Holders, Produ	3.68%	3.77%
LGE-134200-TC 7 Fuel Holders, Produ	3.63%	3.70%
LGE-134200-TC 8 Fuel Holders, Produ	3.63%	3.70%
LGE-134200-TC 9 Fuel Holders, Produ	3.65%	3.71%
LGE-134200-Zorn - Fuel Holders, Pro	3.84%	9.31%
LGE-134300-Cane Run 7 Prime Mover	2.79%	3.33%
LGE-134300-EWB 5 Prime Movers	4.33%	4.40%
LGE-134300-EWB 6 Prime Movers	5.99%	6.17%
LGE-134300-EWB 7 Prime Movers	5.05%	5.20%
LGE-134300-Paddys GT - 11 Prime Mov	0.00%	43.77%
LGE-134300-Paddys GT - 12 Prime Mov	0.00%	43.77%

		Rate effective July-
Description	<b>Current Rate</b>	2017
LGE-134300-PR 13 Prime Movers	4.56%	5.60%
LGE-134300-TC 10 Prime Movers	4.08%	4.34%
LGE-134300-TC 5 Prime Movers	4.37%	4.34%
LGE-134300-TC 6 Prime Movers	4.49%	4.35%
LGE-134300-TC 7 Prime Movers	4.03%	4.37%
LGE-134300-TC 8 Prime Movers	4.03%	4.42%
LGE-134300-TC 9 Prime Movers	4.08%	4.34%
LGE-134400-Cane Run 11- Generators	4.76%	5.68%
LGE-134400-Cane Run 7- Generators	3.11%	2.70%
LGE-134400-EWB 5 Generators	3.61%	4.05%
LGE-134400-EWB 6 Generators	3.79%	4.32%
LGE-134400-EWB 7 Generators	3.84%	4.38%
LGE-134400-EWB Solar Generators	4.61%	4.61%
LGE-134400-Paddys GT - 11 Generator	0.00%	0.00%
LGE-134400-Paddys GT - 12 Generator	0.00%	0.00%
LGE-134400-PR 13 Generators	3.26%	4.36%
LGE-134400-TC 10 Generators	3.47%	3.66%
LGE-134400-TC 5 Generators	3.50%	3.73%
LGE-134400-TC 6 Generators	3.50%	3.73%
LGE-134400-TC 7 Generators	3.46%	3.64%
LGE-134400-TC 8 Generators	3.46%	3.64%
LGE-134400-TC 9 Generators	3.47%	3.66%
LGE-134400-Zorn - Generators	0.00%	0.00%
LGE-134500-Cane Run 11- Accessory	0.00%	5.37%
LGE-134500-Cane Run 7- Accessory	2.97%	2.88%
LGE-134500-EWB 5 Accessory Electric	3.60%	4.02%
LGE-134500-EWB 6 Acessory Electric	3.91%	4.48%
LGE-134500-EWB 7 Acessory Electric	3.94%	4.51%
LGE-134500-EWB Solar Acessory Elec	4.36%	4.36%
LGE-134500-Paddys GT - 11 Accessory	0.00%	38.28%
LGE-134500-Paddys GT - 12 Accessory	13.71%	18.33%
LGE-134500-PR 13 Accessory Electric	3.60%	4.10%
LGE-134500-TC 10 Accessory Electric	3.73%	3.88%
LGE-134500-TC 5 Accessory Electric	3.70%	4.26%
LGE-134500-TC 6 Accessory Electric	3.81%	3.98%
LGE-134500-TC 7 Accessory Electric	3.56%	4.06%
LGE-134500-TC 8 Accessory Electric	3.56%	3.68%
LGE-134500-TC 9 Acessory Electric E	3.57%	3.87%

		Rate effective July-
Description	<b>Current Rate</b>	2017
LGE-134500-Zorn - Accessory Electri	0.00%	14.60%
LGE-134600-Cane Run 7- Misc Power	2.82%	2.79%
LGE-134600-EWB 5 Misc Power Plant E	3.58%	4.01%
LGE-134600-EWB 6 Misc Power Plant E	3.84%	4.36%
LGE-134600-EWB 7 Misc Power Plant E	3.90%	4.42%
LGE-134600-EWB Solar Misc Pwr Plt	4.25%	4.25%
LGE-134600-Paddys GT - 11 Misc. Pow	15.24%	23.74%
LGE-134600-PR 13 Misc Power Plant E	3.72%	4.00%
LGE-134600-TC 10 Misc. Power Plant	4.17%	4.40%
LGE-134600-TC 5 Misc. Power Plant E	3.72%	3.94%
LGE-134600-TC 7 Misc. Power Plant E	3.50%	3.69%
LGE-134600-TC 8 Misc. Power Plant E	3.51%	3.69%
LGE-134600-TC 9 Misc. Power Plant E	3.51%	3.70%
LGE-134600-Zorn - Misc. Power Plant	13.22%	17.56%
LGE-135010- IN Elec Transmission -	1.50%	1.14%
LGE-135010- KY Elec Transmission -	1.50%	1.14%
LGE-135020-IN Electric Trans	0.00%	0.00%
LGE-135020-KY Electric Trans	0.00%	0.00%
LGE-135210- IN Elec Transmission -	1.74%	1.75%
LGE-135210- KY Elec Transmission -	1.74%	1.75%
LGE-135210-TC Sw. Station - Substat	1.74%	1.75%
LGE-135310- IN Elec Transmission -	1.38%	1.61%
LGE-135310- KY Elec Transmission -	1.38%	1.61%
LGE-135310-TC Sw. Station - Substat	1.38%	1.61%
LGE-135400- IN Elec Transmission -	1.72%	1.84%
LGE-135400- KY Elec Transmission -	1.72%	1.84%
LGE-135500- IN Elec Transmission -	2.89%	2.98%
LGE-135500- KY Elec Transmission -	2.89%	2.98%
LGE-135600- IN Elec Transmission -	2.50%	3.32%
LGE-135600- KY Elec Transmission -	2.50%	3.32%
LGE-135700-Electric Transmission -	1.67%	1.83%

		Rate effective July-
Description	<b>Current Rate</b>	2017
LGE-135800-Electric Transmission -	2.98%	2.44%
LGE-136010-KY Land Right Future Use	0.00%	0.00%
LGE-136020-Elect. Dist. Substation	0.00%	0.00%
LGE-136025-Elect. Dist. Substation	0.00%	0.00%
LGE-136100-Electric Distribution Su	1.61%	2.05%
LGE-136200- KY Elect Dist Substati	2.09%	2.10%
LGE-136205-Elect. Dist. Substation	0.00%	0.00%
LGE-136400-Electric Distribution -	3.39%	3.18%
LGE-136500-Electric Distribution -	2.98%	3.25%
LGE-136600-Electric Distribution -	1.50%	1.60%
LGE-136700-Electric Distribution -	1.92%	2.06%
LGE-136800-Line Transformers	2.38%	2.33%
LGE-136910-Electric Distribution -	3.32%	3.73%
LGE-136920-Electric Distribution -	3.59%	2.63%
LGE-137000-Meters	2.92%	3.30%
LGE-137000-Meters to Retire	2.92%	2.79%
LGE-137001- AMS Meters	2.92%	6.85%
LGE-137002- AMS Meters	2.92%	6.85%
LGE-137310-Electric Distribution -	3.97%	5.38%
LGE-137320-Electric Distribution -	3.44%	3.64%
LGE-139220-Transportation - Traile	6.21%	5.33%
LGE-139400-Tools, Shop, and Garage	4.51%	4.28%
LGE-139620-Power Op Equip-Other	7.60%	3.57%
LGE-139720- DSM Equipment	13.14%	12.28%
LGE-312101-Nonutility Prop - Coal L	0.00%	0.00%
LGE-312102-Nonutility-Coal Mineral	0.00%	0.00%
LGE-312103-Nonutility-Coal Rts of W	0.00%	0.00%
LGE-312104-Nonutility Prop - Misc L	0.00%	0.00%
LGE-330100-Common Intangible Plant	0.00%	0.00%
LGE-330300-Misc Intang Plant-Softwa	13.97%	21.72%
LGE-330310-CCS Software	9.92%	10.04%
LGE-338910-Common - Land	0.00%	0.00%
LGE-338920-Common - Land Rights	0.00%	1.15%
LGE-339010-Common Structures - Gene	3.40%	2.75%
LGE-339010-Str LGE Bldg - Joint Own	3.40%	2.75%
LGE-339010-Struct Broad Joint Own	3.40%	2.75%
LGE-339010-Struct BroadLGE Owned	3.40%	2.75%
LGE-339010-Struct-LGE Bldg Owned	3.40%	2.75%

		Rate effective July-
Description	<b>Current Rate</b>	2017
LGE-339020-Common Structures - Tran	5.98%	2.56%
LGE-339030-Common Structures - Stor	1.96%	1.94%
LGE-339040-Common Structures - Othe	2.05%	2.61%
LGE-339060-Common Structures - Micr	2.30%	1.97%
LGE-339110-Office Furniture	19.94%	1.41%
LGE-339120-Office Equipment	8.16%	13.53%
LGE-339130-Computer Eq	3.43%	18.59%
LGE-339131-Personal Computers	21.88%	21.71%
LGE-339140-Security Equipment	18.18%	11.42%
LGE-339220-Trans Equip-Trailers	6.34%	5.63%
LGE-339300-Stores Equipment	5.82%	5.15%
LGE-339400-Tools, Shop, Garage Equi	5.04%	4.25%
LGE-339620-Power Op Equip - Other	6.57%	1.40%
LGE-339700-IN Microwave, Fiber, Other	13.14%	0.79%
LGE-339700-KY Microwave, Fiber, Other	13.14%	0.79%
LGE-339710- Radios and Telephone	4.89%	3.13%
LGE-339800-Miscellaneous Equipment	0.00%	0.00%

## Stipulation Exhibit 3 LG&E Gas Depreciation Rates

Description	C A D. A	Rate effective
Description	Current Rate	July-2017
LGE-211700-Gas Stored UG Non-Curren	0.00%	0.00%
LGE-230200-Franchises and Consents	10.58%	12.39%
LGE-235010-IN Gas Storage Undergr	0.00%	0.00%
LGE-235010-KY Gas Storage Undergr	0.00%	0.00%
LGE-235020-Gas Storage Underground	0.56%	0.59%
LGE-235120-Gas Storage Undg Comp	2.01%	2.06%
LGE-235130-Gas Storage Undg Regu	1.14%	1.04%
LGE-235140- IN Gas Storage Undergr	1.82%	1.87%
LGE-235140- KY Gas Storage Undergr	1.82%	1.87%
LGE-235210-Gas Storage Undg Leas	0.00%	0.00%
LGE-235220-Gas Storage Underground	0.00%	0.00%
LGE-235230-Gas Storage Undg Non	0.83%	0.82%
LGE-235240- IN Gas Storage Undergrd	0.72%	2.11%
LGE-235240- KY Gas Storage Undergrd	0.72%	2.11%
LGE-235255- IN Gas Stor UG	2.70%	3.01%
LGE-235255- KY Gas Stor UG	2.70%	3.01%
LGE-235300- IN Gas Storage Undergrd	1.82%	2.01%
LGE-235300- KY Gas Storage Undergrd	1.82%	2.01%
LGE-235400-Gas Storage Undg Comp	2.37%	2.27%
LGE-235500-Gas Storage Undg Meas	1.53%	2.55%
LGE-235600-Gas Storage Undg Puri	1.97%	2.37%
LGE-235700- IN Gas Storage Undergrd	2.25%	2.53%
LGE-235700- KY Gas Storage Undergrd	2.25%	2.53%
LGE-236520-Gas Transmission Rights	0.16%	0.13%
LGE-236700-Gas Transmission - Mains	0.79%	2.05%
LGE-237412-Gas Distribution Land	0.00%	0.00%
LGE-237422-Gas Distribution Land Ri	0.00%	0.00%
LGE-237510-Gas Distribution - City	1.46%	1.25%
LGE-237520-Gas Distribution - Other	5.26%	4.50%
LGE-237600-Gas Distribution - Mains	1.89%	1.62%
LGE-237610-Gas Line Tracker - Mains	1.89%	1.62%
LGE-237800-Gas Distribution - Measu	2.58%	2.21%
LGE-237900-Gas Distribution - City	2.12%	1.81%
LGE-238000-Gas Distribution - Gas S	3.79%	3.24%
LGE-238010-Gas Line Tracker Service	3.79%	3.24%
LGE-238100-Meters	4.03%	3.83%
LGE-238101-AMS Meters	4.03%	4.03%
LGE-238300-Regulators	4.10%	3.77%

		Rate effective
Description	<b>Current Rate</b>	<b>July-2017</b>
LGE-238500-Gas Distribution - Indus	2.85%	2.31%
LGE-238700-Gas Distribution - Other	2.78%	1.94%
LGE-239220-Transportation Equip-Tra	4.80%	7.16%
LGE-239400-Tools, Shop, and Garage	4.66%	4.26%
LGE-239620-Power Op Equip - Other	5.90%	3.34%
LGE-312101-Nonutility Prop - Coal L	0.00%	0.00%
LGE-312102-Nonutility-Coal Mineral	0.00%	0.00%
LGE-312103-Nonutility-Coal Rts of W	0.00%	0.00%
LGE-312104-Nonutility Prop - Misc L	0.00%	0.00%
LGE-330100-Common Intangible Plant	0.00%	0.00%
LGE-330300-Misc Intang Plant-Softwa	13.97%	21.72%
LGE-330310-CCS Software	9.92%	10.04%
LGE-338910-Common - Land	0.00%	0.00%
LGE-338920-Common - Land Rights	0.00%	1.15%
LGE-339010-Common Structures - Gene	3.40%	2.75%
LGE-339010-Str LGE Bldg - Joint Own	3.40%	2.75%
LGE-339010-Struct Broad Joint Own	3.40%	2.75%
LGE-339010-Struct BroadLGE Owned	3.40%	2.75%
LGE-339010-Struct-LGE Bldg Owned	3.40%	2.75%
LGE-339020-Common Structures - Tran	5.98%	2.56%
LGE-339030-Common Structures - Stor	1.96%	1.94%
LGE-339040-Common Structures - Othe	2.05%	2.61%
LGE-339060-Common Structures - Micr	2.30%	1.97%
LGE-339110-Office Furniture	19.94%	1.41%
LGE-339120-Office Equipment	8.16%	13.53%
LGE-339130-Computer Eq	3.43%	18.59%
LGE-339131-Personal Computers	21.88%	21.71%
LGE-339140-Security Equipment	18.18%	11.42%
LGE-339220-Trans Equip-Trailers	6.34%	5.63%
LGE-339300-Stores Equipment	5.82%	5.15%
LGE-339400-Tools, Shop, Garage Equi	5.04%	4.25%
LGE-339620-Power Op Equip - Other	6.57%	1.40%
LGE-339700-IN Microwave, Fiber, Other	13.14%	0.79%
LGE-339700-KY Microwave, Fiber, Other	13.14%	0.79%
LGE-339710- Radios and Telephone	4.89%	3.13%
LGE-339800-Miscellaneous Equipment	0.00%	0.00%

# **Stipulation Exhibit 4 KU Revenue Allocation and Rates**

# Kentucky Utilities Company Case No. 2016-00370 Summary of Proposed Revenue Increase for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD Stipulation Exhibit 4

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED

WORK PAPER REFERENCE NO(S):

		Adjusted illings Including II ECR Revenue t Current Rates	Stipulated Increase	Percentage Increase	
Residential Service Rate RS	\$	622,779,411	\$ 21,723,154	3.49%	
Residential Service Rate RTOD	\$	30,441	\$ 1,065	<u>3.50%</u>	
Residential Service Rates	\$	622,809,852	21,724,219	3.49%	
General Service Rate	\$	239,171,377	\$ 8,124,153	3.40%	
All Electric School Rate	\$	14,562,100	\$ 494,690	3.40%	
Power Service Secondary	\$	179,716,172	\$ 6,103,601	3.40%	
Power Service Primary	\$	14,972,312	\$ 509,678	<u>3.40</u> %	
Power Service Rates	\$	194,688,484	6,613,279	3.40%	
Time of Day Secondary Service	\$	111,361,703	\$ 3,779,173	3.39%	
Time of Day Primary Service	\$	262,428,533	\$ 9,038,207	3.44%	
Retail Transmission Service	\$	89,717,941	\$ 3,075,089	3.43%	
Fluctuating Load Service	\$	30,814,610	\$ 1,055,218	3.42%	
Curtailable Service Rider	\$	(17,395,776)	\$ 1,357,806	7.81%	
Lighting Energy	\$	35,467	\$ -	0.00%	
Traffice Lighting Energy	\$	173,457	\$ 4,423	2.55%	
Lighting Service	\$	26,150,821			
Restricted Lighting Service	\$	4,238,872			
Total Lighting Service	\$	30,389,694	\$ 365,390	1.20%	
Public School Rate	\$	19,776,940	\$ (747,836)	-3.78%	
TOTAL ULTIMATE CUSTOMERS	\$	1,598,534,384	\$ 54,883,811	3.43%	
Late Payment Charges	\$	3,857,505	\$	0.00%	
Electric Service Revenues	\$	2,108,282	\$ -	0.00%	
Rent from Electric Property	\$	3,142,645	\$ 19,720	0.63%	
Other Miscellaneous Electric Revenue	\$	22,338,060	\$ -5,.25	0.00%	
TOTAL JURISDICTIONAL	\$	1,629,980,876	\$ 54,903,531	3.37%	
	<u> </u>	,,,	 . ,	70	

#### Case No. 2016-00370

## **Calculation of Proposed Rate Increase**

for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

	Customer Months	Total kWh	Present Uni Charg	t		Calculated Revenue at Present Rates	S	tipulated Rates	S	Calculated Revenue at stipulated Rates
SIDENTIAL RATE RS, inclusive of Volunteer Fire Department customers										
Basic Service Charges	5,167,560		Ś	10.75	\$	55,551,268	\$	11.50	\$	59,426,938
Energy Charge	3,10.,500	6,091,291,833	•	0.08870		540,297,586	Ψ.	11.50	Ψ.	33, 120,330
Infrastructure Charge		6,091,291,833	7 0		Y	340,237,300	Ś	0.05655	\$	344,462,553
Variable Energy Charge		6,091,291,833					Ś	0.03508	Ś	213,682,517
Total Energy Charge		-,,,					\$	0.09163		-,,-
Total Calculated at Base Rates					\$	595,848,854			\$	617,572,008
Correction Factor						1.000000000				1.000000000
Total After Application of Correction Factor					\$	595,848,854			\$	617,572,008
Adjustment to Reflect Removal of Base ECR Revenues					\$	(41,332,783)			\$	(41,332,783)
Total Base Revenues Net of ECR					\$	554,516,071			\$	576,239,225
FAC Mechanism Revenues					\$	(18,415,019)			\$	(18,415,019)
DSM Mechanism Revenues					\$	18,248,592			\$	18,248,592
ECR Mechanism Revenues					\$	27,174,298			\$	27,174,298
OSS Mechanism Revenues					\$	(77,314)			\$	(77,314)
ECR Base Revenues					\$	41,332,783			\$	41,332,783
Total Base Revenues Inclusive of ECR					\$	622,779,411			\$	644,502,565
Proposed Increase									\$	21,723,154
Percentage Increase										3.49%

#### Case No. 2016-00370

## **Calculation of Proposed Rate Increase**

for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

					ent Rates	Calculated				Calculated	
	Customer Months	Demand, kW	Total		Unit	Revenue at	S	tipulated		Revenue at	
			kWh	Ch	narges	Present Rates	Rates			Stipulated Rates	
SIDENTIAL RATE RTOD, Residential Time-of-Day Demand and Resi	dential Time-of-Day Energy										
Basic Service Charges	290			\$	10.75	\$ 3,118	\$	11.50	\$	3,335	
Energy Used (RTOD-Demand Only)			-	\$	0.04370	\$ -	\$	0.04579	\$	-	
Energy Used, Off-Peak (RTOD-Energy Only)			308,532	\$	0.05740	\$ 17,710	\$	0.06015	\$	18,55	
Energy Used, Peak (RTOD-Energy Only)			31,075	\$	0.27646	\$ 8,591	\$	0.27646	\$	8,59	
Peak Demand		-		\$	13.05	\$ -	\$	7.87	\$	-	
Off-Peak Demand		-		\$	3.70	\$ -					
Base Demand							\$	3.44	\$	-	
Total Calculated at Base Rates						\$ 29,418			\$	30,48	
Correction Factor						1.000000000				1.0000000	
Total After Application of Correction Factor						\$ 29,418			\$	30,48	
Adjustment to Reflect Removal of Base ECR Revenues						\$ (2,299)			\$	(2,29	
Total Base Revenues Net of ECR						\$ 27,119			\$	28,18	
FAC Mechanism Revenues						\$ (1,031)			\$	(1,03	
DSM Mechanism Revenues						\$ 822			\$	82	
ECR Mechanism Revenues						\$ 1,237			\$	1,23	
OSS Mechanism Revenues						\$ (4)			\$	. (	
ECR Base Revenues						\$ 2,299			\$	2,29	
Total Base Revenues Inclusive of ECR						\$ 30,441			\$	31,50	
Proposed Increase									\$	1,06	
Percentage Increase									•	3.50	

#### Case No. 2016-00370

## **Calculation of Proposed Rate Increase**

for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

		Pr	esent Rates	Calculated			Calculated
Customer Months	Total		Unit	Revenue at	9	Stipulated	Revenue at
	kWh		Charges	Present Rates		Rates	Stipulated Rates
GENERAL SERVICE RATE GS							
Single Phase Basic Service Charge 763,878		\$	25.00	\$ 19,096,938	\$	31.50	\$ 24,062,142
Single Phase Energy Charge	763,117,081	\$	0.10426	\$ 79,562,587			
Single Phase Infrastructure Energy Charge	763,117,081				\$	0.06917	\$ 52,784,808
Single Phase Variable Energy Charge	763,117,081				\$	0.03548	\$ 27,075,394
Single Phase Total Energy Charge					\$	0.10465	
Three Phase Basic Service Charge 236,070		\$	40.00	\$ 9,442,788	\$	50.40	\$ 11,897,913
Three Phase Energy Charge	1,041,565,116	\$	0.10426	\$ 108,593,579			
Three Phase Infrastructure Energy Charge	1,041,565,116				\$	0.06917	\$ 72,045,059
Three Phase Variable Energy Charge	1,041,565,116				\$	0.03548	\$ 36,954,730
Three Phase Total Energy Charge					\$	0.10465	
Total Calculated at Base Rates				\$ 216,695,893			\$ 224,820,046
Correction Factor				1.000000000			1.000000000
Total After Application of Correction Factor				\$ 216,695,893			\$ 224,820,046
Adjustment to Reflect Removal of Base ECR Revenues				\$ (18,461,899)			\$ (18,461,899)
Total Base Revenues Net of ECR				\$ 198,233,994			\$ 206,358,147
FAC Mechanism Revenues				\$ (5,600,807)			\$ (5,600,807)
DSM Mechanism Revenues				\$ 5,136,109			\$ 5,136,109
ECR Mechanism Revenues				\$ 22,964,630			\$ 22,964,630
OSS Mechanism Revenues				\$ (24,448)			\$ (24,448)
ECR Base Revenues				\$ 18,461,899			\$ 18,461,899
Total Base Revenues Inclusive of ECR				\$ 239,171,377			\$ 247,295,530
Proposed Increase							\$ 8,124,153
Percentage Increase							3.40%

#### Calculation of Proposed Rate Increase

for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

	Customer Months	Total kWh	Pr	esent Rates Unit Charges	Calculated Revenue at Present Rates	S	tipulated Rates		Calculated Revenue at Stipulated Rates
ALL ELECTRIC SCHOOLS RATE AES									
Single Phase Customer Charge	4,056		\$	25.00	\$ 101,400	\$	85.00	\$	344,760
Single Phase Energy Charge	•	7,122,000	\$	0.08369	\$ 596,040			·	,
Single Phase Infrastructure Energy Charge		7,122,000				\$	0.04810	\$	342,568
Single Phase Variable Energy Charge		7,122,000				\$	0.03523	\$	250,908
Single Phase Total Energy Charge						\$	0.08333		
Three Phase Customer Charge	3,060		\$	40.00	\$ 122,400	\$	140.00	\$	428,400
Three Phase Energy Charge		144,739,000	\$	0.08369	\$ 12,113,207				
Three Phase Infrastructure Energy Charge		144,739,000				\$	0.04810	\$	6,961,946
Three Phase Variable Energy Charge		144,739,000				\$	0.03523	\$	5,099,155
Three Phase Total Energy Charge						\$	0.08333		
Total Calculated at Base Rates					\$ 12,933,047			\$	13,427,737
Correction Factor					1.000000000				1.000000000
Total After Application of Correction Factor					\$ 12,933,047			\$	13,427,737
Adjustment to Reflect Removal of Base ECR Revenues					\$ (895,056)			\$	(895,056)
Total Base Revenues Net of ECR					\$ 12,037,991			\$	12,532,681
FAC Mechanism Revenues					\$ (468,172)			\$	(468,172)
DSM Mechanism Revenues					\$ 367,276			\$	367,276
ECR Mechanism Revenues					\$ 1,731,885			\$	1,731,885
OSS Mechanism Revenues					\$ (1,936)			\$	(1,936)
ECR Base Revenues					\$ 895,056			\$	895,056
Total Base Revenues Inclusive of ECR					\$ 14,562,100			\$	15,056,790
Proposed Increase								\$	494,690
Percentage Increase									3.40%

#### Calculation of Proposed Rate Increase

for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_X\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED

	Customer Months	Demand, kW	Total	Unit	Calculated Revenue at	S	tipulated	Calculated Revenue at
			kWh	Charges	Present Rates		Rates	Stipulated Rates
OWER SERVICE RATE PS-Secondary								
Basic Service Charges	52,450			\$ 90.00	\$ 4,720,475	\$	90.00	\$ 4,720,475
All Energy			2,073,574,464	\$ 0.03572	\$ 74,068,080	\$	0.03571	\$ 74,047,344
Summer Demand, kW		2,405,753		\$ 19.05	\$ 45,829,586	\$	20.17	\$ 48,524,028
Winter Demand, kW		3,430,110		\$ 16.95	\$ 58,140,363	\$	17.95	\$ 61,570,473
Summer Power Factor Adjustment		-		\$ 19.05	\$ -	\$	20.17	\$ -
Winter Power Factor Adjustment		-		\$ 16.95	\$ -	\$	17.95	\$ -
Total Calculated at Base Rates					\$ 182,758,503			\$ 188,862,320
Correction Factor					1.000000000			1.000000000
Total After Application of Correction Factor					\$ 182,758,503			\$ 188,862,320
Adjustment to Reflect Removal of Base ECR Revenues					\$ (15,733,089)			\$ (15,733,089)
Redundant Capacity Rider Revenue (not included in forecast)		2,700		\$ 1.12	\$ 3,024	\$	1.04	\$ 2,808
Total Base Revenues Net of ECR					\$ 167,028,438			\$ 173,132,039
FAC Mechanism Revenues					\$ (6,698,526)			\$ (6,698,526)
DSM Mechanism Revenues					\$ 460,748			\$ 460,748
ECR Mechanism Revenues					\$ 3,221,732			\$ 3,221,732
OSS Mechanism Revenues					\$ (29,308)			\$ (29,308)
ECR Base Revenues					\$ 15,733,089			\$ 15,733,089
Total Base Revenues Inclusive of ECR					\$ 179,716,172			\$ 185,819,773
Proposed Increase								\$ 6,103,601
Percentage Increase								3.40%

#### **Calculation of Proposed Rate Increase**

for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

				Pr	esent Rates	Calculated			Calculated
	Customer Months	Demand, kW	Total		Unit	Revenue at	S	tipulated	Revenue at
			kWh		Charges	Present Rates		Rates	Stipulated Rates
POWER SERVICE RATE PS-Primary									
Basic Service Charges	2,070			\$	200.00	\$ 414,000	\$	240.00	\$ 496,800
All Energy			169,814,471	\$	0.03446	\$ 5,851,807	\$	0.03472	\$ 5,895,958
Summer Demand, kW		218,032		\$	19.51	\$ 4,253,798	\$	20.35	\$ 4,436,945
Winter Demand, kW		268,706		\$	17.41	\$ 4,678,172	\$	18.16	\$ 4,879,701
Summer Power Factor Adjustment		-		\$	19.51	\$ -	\$	20.35	\$ -
Winter Power Factor Adjustment		-		\$	17.41	\$ -	\$	18.16	\$ -
Total Calculated at Base Rates						\$ 15,197,776			\$ 15,709,404
Correction Factor						1.0000000000			1.0000000000
Total After Application of Correction Factor						\$ 15,197,776			\$ 15,709,404
Adjustment to Reflect Removal of Base ECR Revenues						\$ (1,255,783)			\$ (1,255,783
Redundant Capacity Rider Revenue (not included in forecast)		7,800		\$	1.11	\$ 8,658	\$	0.86	\$ 6,708
Total Base Revenues Net of ECR						\$ 13,950,651			\$ 14,460,329
FAC Mechanism Revenues						\$ (532,650)			\$ (532,650
DSM Mechanism Revenues						\$ 22,865			\$ 22,865
ECR Mechanism Revenues						\$ 278,001			\$ 278,001
OSS Mechanism Revenues						\$ (2,339)			\$ (2,339)
ECR Base Revenues						\$ 1,255,783			\$ 1,255,783
Total Base Revenues Inclusive of ECR						\$ 14,972,312			\$ 15,481,990
Proposed Increase									\$ 509,678
Percentage Increase									3.40%

## Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD
TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

	Customer Months	Demand, kW	Total	esent Rates Unit	Calculated Revenue at	S	tipulated	Calculated Revenue at
			kWh	Charges	Present Rates		Rates	Stipulated Rates
IME OF DAY SECONDARY SERVICE RATE TODS								
Basic Service Charges	6,243			\$ 200.00	\$ 1,248,560	\$	200.00	\$ 1,248,560
All Energy			1,531,632,716	\$ 0.03527	\$ 54,020,686	\$	0.03528	\$ 54,036,002
Demand kW Base		3,954,127		\$ 5.20	\$ 20,561,460			
Demand kW Base (100% Ratchet)		4,744,069				\$	2.73	\$ 12,951,308
Demand kW Intermediate		3,564,408		\$ 4.53	\$ 16,146,770	\$	6.11	\$ 21,778,536
Demand kW Peak		3,463,126		\$ 6.13	\$ 21,228,964	\$	7.79	\$ 26,977,754
Total Calculated at Base Rates					\$ 113,206,440			\$ 116,992,160
Correction Factor					1.000000000			1.00000000
Total After Application of Correction Factor					\$ 113,206,440			\$ 116,992,160
Adjustment to Reflect Removal of Base ECR Revenues					\$ (8,764,109)			\$ (8,764,109
Redundant Capacity Rider Revenue (not included in forecast)		81,839		\$ 1.12	\$ 91,660	\$	1.04	\$ 85,113
Total Base Revenues Net of ECR					\$ 104,533,991			\$ 108,313,164
FAC Mechanism Revenues					\$ (5,243,842)			\$ (5,243,842
DSM Mechanism Revenues					\$ 223,571			\$ 223,571
ECR Mechanism Revenues					\$ 3,106,734			\$ 3,106,734
OSS Mechanism Revenues					\$ (22,860)			\$ (22,860
ECR Base Revenues					\$ 8,764,109			\$ 8,764,109
Total Base Revenues Inclusive of Base ECR					\$ 111,361,703			\$ 115,140,876
Proposed Increase								\$ 3,779,173

### Calculation of Proposed Rate Increase

for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

				Pr	esent Rates	Calculated				Calculated
	Customer Months	Demand, kVA	Total		Unit	Revenue at	S	tipulated		Revenue at
			kWh		Charges	Present Rates		Rates	S	Stipulated Rates
IME OF DAY PRIMARY SERVICE RATE TODP										
Basic Service Charges	3,318			\$	300.00	\$ 995,400	\$	330.00	\$	1,094,940
All Energy			4,118,000,917	\$	0.03432	\$ 141,329,791	\$	0.03432	\$	141,329,791
Demand kVA Base		9,457,921		\$	3.34	\$ 31,589,456				
Demand kVA Base (100% Ratchet)		10,909,236					\$	2.75	\$	30,000,399
Demand kVA Intermediate		9,098,172		\$	4.39	\$ 39,940,974	\$	5.03	\$	45,755,702
Demand kVA Peak		8,969,583		\$	5.89	\$ 52,830,845	\$	6.43	\$	57,695,615
Total Calculated at Base Rates						\$ 266,686,466			\$	275,876,447
Correction Factor						1.000000000				1.00000000
Total After Application of Correction Factor						\$ 266,686,466			\$	275,876,447
Adjustment to Reflect Removal of Base ECR Revenues						\$ (15,414,378)			\$	(15,414,378
Redundant Capacity Rider Revenue (not included in forecast)		160,506		\$	1.11	\$ 178,161	\$	0.86	\$	138,035
Adjustment to Reflect Special Contract at Standby Rates		9,600		\$	11.63	\$ 111,648				
Total Base Revenues Net of ECR						\$ 251,561,897			\$	260,600,104
FAC Mechanism Revenues						\$ (12,916,753)			\$	(12,916,753
DSM Mechanism Revenues						\$ 217,739			\$	217,739
ECR Mechanism Revenues						\$ 8,207,994			\$	8,207,994
OSS Mechanism Revenues						\$ (56,722)			\$	(56,722
ECR Base Revenues						\$ 15,414,378			\$	15,414,378
Total Base Revenues Inclusive of Base ECR						\$ 262,428,533			\$	271,466,740
Proposed Increase									\$	9,038,207
Percentage Increase										3.44%

#### Case No. 2016-00370

## Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD
TYPE OF FILING: \_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED

	Customer Months	Demand, kVA	Total	Pr	resent Rates Unit	Calculated Revenue at	S	itipulated	Calculated Revenue at
			kWh		Charges	Present Rates		Rates	Stipulated Rates
TAIL TRANSMISSION SERVICE RATE RTS									
Basic Service Charges	360			\$	1,000.00	\$ 360,000	\$	1,500.00	\$ 540,000
All Energy			1,497,714,279	\$	0.03357	\$ 50,278,268	\$	0.03355	\$ 50,248,314
Demand kVA Base		3,346,342		\$	3.10	\$ 10,373,661			
Demand kVA Base (100% Ratchet)		3,609,636					\$	1.99	\$ 7,183,176
Demand kVA Intermediate		3,292,348		\$	4.63	\$ 15,243,571	\$	4.94	\$ 16,255,813
Demand kVA Peak		3,234,177		\$	4.73	\$ 15,297,655	\$	6.31	\$ 20,400,942
Total Calculated at Base Rates						\$ 91,553,156			\$ 94,628,245
Correction Factor						1.000000000			1.00000000
Total After Application of Correction Factor						\$ 91,553,156			\$ 94,628,245
Adjustment to Reflect Removal of Base ECR Revenues						\$ (4,841,696)			\$ (4,841,696
Total Base Revenues Net of ECR						\$ 86,711,460			\$ 89,786,549
FAC Mechanism Revenues						\$ (4,693,393)			\$ (4,693,393
DSM Mechanism Revenues						\$ -			\$ -
ECR Mechanism Revenues						\$ 2,878,222			\$ 2,878,222
OSS Mechanism Revenues						\$ (20,044)			\$ (20,044
ECR Base Revenues						\$ 4,841,696			\$ 4,841,696
Total Base Revenues Inclusive of Base ECR						\$ 89,717,941			\$ 92,793,030
Proposed Increase									\$ 3,075,089

## Calculation of Proposed Rate Increase

for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

	Customer Months	Demand, kVA	Total kWh	esent Rates Unit Charges	Calculated Revenue at Present Rates	Stipulated Rates		Calculated Revenue at Stipulated Rates	
LUCTUATING LOAD SERVICE RATE FLS									
Primary Delivery									
Basic Service Charges	-			\$ 1,000.00	•	\$ 330.00		-	
All Energy			-	\$ 0.03643		\$ 0.03432	\$	-	
Demand Base (5-minute kVA)		-		\$ 2.17	Ş -				
Demand Base (100% Ratchet)		-				\$ 2.45	•	-	
Demand Intermediate (5-minute kVA)		-		\$ 2.12	•	\$ 4.48		-	
Demand Peak (5-minute kVA)		-		\$ 3.01	\$ -	\$ 5.91	\$	-	
Transmission Delivery									
Basic Service Charges	12			\$ 1,000.00	\$ 12,000	\$ 1,500.00	\$	18,000	
All Energy			552,917,598	\$ 0.03344	\$ 18,489,564	\$ 0.03331		18,417,685	
Demand Base (5-minute kVA)		2,291,812		\$ 1.42	\$ 3,254,373				
Demand Base (100% Ratchet)		2,344,641				\$ 1.53	\$	3,587,30	
Demand Intermediate (5-minute kVA)		2,291,812		\$ 2.12	\$ 4,858,641	\$ 2.29	\$	5,249,083	
Demand Peak (5-minute kVA)		1,625,189		\$ 3.01	\$ 4,891,819	\$ 3.25	\$	5,289,547	
Total Calculated at Base Rates					\$ 31,506,398		\$	32,561,616	
Correction Factor					1.000000000		•	1.00000000	
<b>Total After Application of Correction Factor</b>					\$ 31,506,398		\$	32,561,616	
Adjustment to Reflect Removal of Base ECR Revenues					\$ (1,614,291)		\$	(1,614,291	
Total Base Revenues Net of ECR					\$ 29,892,107		\$	30,947,325	
FAC Mechanism Revenues					\$ (1,734,703)		\$	(1,734,703	
DSM Mechanism Revenues					\$ -		\$	-	
ECR Mechanism Revenues					\$ 1,050,248		\$	1,050,248	
OSS Mechanism Revenues					\$ (7,333)		\$	(7,333	
ECR Base Revenues					\$ 1,614,291		\$	1,614,29	
Total Base Revenues Inclusive of Base ECR					\$ 30,814,610		\$	31,869,828	
Proposed Increase							\$	1,055,21	
Percentage Increase								3.429	

#### Case No. 2016-00370

#### **Calculation of Proposed Rate Increase**

for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED

WORK PAPER REFERENCE NO(S):

	Curtailable Demand, kVA	Present Rates Unit Charges		Calculated Revenue at Present Rates	Stipulated Rates		Calculated Revenue at Stipulated Rates
	Demand, NV			r resementates		· idico	otipulated nates
CURTAILABLE SERVICE RIDERS							
Transmission Voltage Service	2,557,060	\$	(6.40) \$	(16,365,183)	\$	(5.90) \$	(15,086,653)
Primary Voltage Service	158,553	\$	(6.50) \$	(1,030,593)	\$	(6.00) \$	(951,317)
Non-Compliance Charge	-	\$	16.00 \$	-	\$	16.00 \$	-
Total Calculated at Base Rates			\$	(17,395,776)		\$	
Correction Factor				1.000000000			1.000000000
Total After Application of Correction Factor			\$	(17,395,776)		\$	(16,037,970)
Total Base Revenues			<u>\$</u>	(17,395,776)		<u>\$</u>	(16,037,970)
Proposed Increase Percentage Increase						\$	<b>1,357,806</b> 7.81%

#### Case No. 2016-00370

### Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

WORK PAPER REFERENCE NO(5):

	Customer Months	Total kWh	Present R Unit Charge		Calculated Revenue at Present Rates	S	tipulated Rates	9	Calculated Revenue at Stipulated Rates
TING ENERGY SERVICE RATE LE									
Basic Service Charges	48		\$	- \$	-	\$	-	\$	-
All Energy		446,721	\$ 0.0	)7328 \$	32,736	\$	0.07328	\$	32,73
Total Calculated at Base Rates				\$	32,736			\$	32,73
Correction Factor					1.000000000				1.00000000
Total After Application of Correction Factor				\$	32,736			\$	32,73
Adjustment to Reflect Removal of Base ECR Revenues				\$	(3,266)			\$	(3,26
Total Base Revenues Net of ECR				<u>\$</u>	29,470			\$	29,47
FAC Mechanism Revenues				\$	(1,404)			\$	(1,40
DSM Mechanism Revenues				\$	-			\$	-
ECR Mechanism Revenues				\$	4,141			\$	4,14
OSS Mechanism Revenues				\$	(6)			\$	(
ECR Base Revenues				\$	3,266			\$	3,26
Total Base Revenues Inclusive of Base ECR				<u>\$</u>	35,467			\$	35,46
Proposed Increase								\$	-
Percentage Increase									0

#### Case No. 2016-00370

### Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

WORK PAPER REFERENCE NO(S):

	Customer Months	Total kWh	esent Rates Unit Charges	Calculated Revenue at Present Rates	S	tipulated Rates	Calculated Revenue at Stipulated Rates
AFFIC ENERGY SERVICE RATE TE							
Basic Service Charges	9,312		\$ 4.00	\$ 37,248	\$	4.00	\$ 37,248
All Energy		1,489,131	\$ 0.08740	\$ 130,150	\$	0.09037	\$ 134,573
Total Calculated at Base Rates				\$ 167,398			\$ 171,82:
Correction Factor				1.000000000			1.00000000
<b>Total After Application of Correction Factor</b>				\$ 167,398			\$ 171,821
Adjustment to Reflect Removal of Base ECR Revenues				\$ (10,886)			\$ (10,886
Total Base Revenues Net of ECR				\$ 156,512			\$ 160,93
FAC Mechanism Revenues				\$ (4,616)			\$ (4,61
DSM Mechanism Revenues				\$ -			\$ -
ECR Mechanism Revenues				\$ 10,695			\$ 10,69
OSS Mechanism Revenues				\$ (19)			\$ (1
ECR Base Revenues				\$ 10,886			\$ 10,88
Total Base Revenues Inclusive of Base ECR				\$ 173,457			\$ 177,88
Proposed Increase							\$ 4,42

### Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA:	BASE P	ERIOD _	_X	FORECAST PERIOD	
TYPE OF FIL	ING:X	ORIGI	NAL	UPDATED	REVISED
WORK PAP	ER REFER	RENCE NO	o(S):		

		DO NOT PRINT					Calculated				Calculated
		Existing	Total		resent		levenue at	St	tipulated		Revenue at
IGHTING SERVICE RATE SHEET NO. 35	Rate Code	Bill Code	Lights		Rates	Pr	esent Rates		Rates	St	ipulated Rates
Overhead											
High Pressure Sodium											
Cobra Head, 5800 Lumen, Fixture Only											
5,800 Lumen HPS Std RC-462	462	KUUM_462	102,897	\$	9.86	\$	1,014,567	\$	9.86	\$	1,014,567
Cobra Head, 5800 Lumen, Fixture Only	.02		102,037	Ψ.	3.00	Ψ.	1,01 1,507	Ψ.	3.00	Ψ.	1,01 1,007
5,800 Lumen HPS Ormtl	472	KUUM_472	106,255	Ś	13.04	Ś	1,385,563	Ś	13.56	Ś	1,440,815
Cobra Head, 9500 Lumen, Fixture Only			,	•			,,				, -,-
9,500 Lumen HPS Std	463	KUUM_463	245,847	\$	10.28	\$	2,527,304	\$	10.35	\$	2,544,513
Cobra Head, 9500 Lumen, Fixture Only		_									
9,500 Lumen HPS Ormtl RC-473	473	KUUM_473	40,218	\$	13.70	\$	550,984	\$	14.25	\$	573,104
Cobra Head, 22000 Lumen, Fixture Only											
22,000 Lumen HPS Std	464	KUUM_464	90,463	\$	16.08	\$	1,454,646	\$	16.08	\$	1,454,646
Cobra Head, 22000 Lumen, Fixture Only											
22,000 Lumen HPS Ormtl RC-474	474	KUUM_474	61,537	\$	19.50	\$	1,199,968	\$	20.28	\$	1,247,967
Cobra Head, 50000 Lumen, Fixture Only											
50,000 Lumen HPS Std	465	KUUM_465	32,185	\$	25.61	\$	824,255	\$	25.61	\$	824,255
Cobra Head, 50000 Lumen, Fixture Only											
50,000 Lumen HPS Ormtl RC-475	475	KUUM_475	6,251	\$	27.37	\$	171,078	\$	28.46	\$	177,891
Directional, 9500 Lumen, Fixture Only											
9,500L Directional HPS RC-487	487	KUUM_487	130,644	\$	10.13	\$	1,323,425	\$	10.19	\$	1,331,264
Directional, 22000 Lumen, Fixture Only											
22,000L Directional HPS RC-488	488	KUUM_488	78,294	\$	15.42	\$	1,207,300	\$	15.42	\$	1,207,300
Directional, 50000 Lumen, Fixture Only											
50,000L Directional HPS RC-489	489	KUUM_489	100,227	\$	21.95	\$	2,199,992	\$	21.95	\$	2,199,992
Open Bottom, 9500 Lumen, Fixture Only											
9,500L Open Bottom HPS Std RC-428	428	KUUM_428	430,135	\$	8.87	\$	3,815,294	\$	8.87	\$	3,815,294
Metal Halide											
Directional, 12000 Lumen, Fixture Only	450		0.200	,	16.13	,	422.262				
12,000L Fixture Only Dir-MH RC-450 (MOVED TO RLS)	450	KUUM_450	8,200	\$	16.13	\$	132,263				
Directional, 32000 Lumen, Fixture Only	451	VIIIINA AEA	63,188	ć	22.80	ċ	1,440,681	ċ	22.80	ċ	1,440,681
32,000L Fixture Only Dir-MH RC-451	431	KUUM_451	05,100	Ş	22.60	Ş	1,440,061	Ş	22.00	Ş	1,440,061
<b>Directional, 107800 Lumen, Fixture Only</b> 107,800L Fixture Only Dir-MH (MOVED TO RLS)	452	KUUM_452	12,000	\$	47.70	\$	572,410				
Light Emitting Diode (LED)											
Cobra Head, 8179 Lumen, Fixture Only											
8,179L Cobra LED RC-390	390	KUUM_390	_					\$	14.92	\$	=
Cobra Head, 14166 Lumen, Fixture Only		_									
14,166L Cobra LED RC-391	391	KUUM_391	-					\$	18.09	\$	-
Cobra Head, 23214 Lumen, Fixture Only		_									
23,214L Cobra LED RC-392	392	KUUM_392	-					\$	27.63	\$	-
Open Bottom, 5007 Lumen, Fixture Only		_									
5,007L Cobra LED RC-393	393	KUUM_393	-					\$	9.94	\$	- <b>C</b> 1

### Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA:	BASE	PERI	OD _	_x	FORECAST PERIOD	
TYPE OF FILE	NG: _	_x	ORIGI	NAL	UPDATED	REVISED
WORK PAPE	R REF	EREN	ICE NO	)(S):		

	Data Cada	Existing	Total		resent	R	Calculated evenue at	S	tipulated		Calculated Revenue at
IGHTING SERVICE, CONTINUED, RATE SHEET NO. 35.1	Rate Code	Bill Code	Lights		Rates	Pr	esent Rates		Rates	51	ipulated Rates
Underground											
High Pressure Sodium											
Colonial, 5800 Lumen, Decorative											
5,800L Colonial HPS UG RC-467	467	KUUM_467	16,635	\$	12.14	\$	201,952	\$	12.63	Ś	210,104
Colonial, 9500 Lumen, Decorative	,		10,033	Y		Ψ	201,552	Ψ	12.05	Ψ.	210,10
9,500L Colonial HPS UG RC-468	468	KUUM_468	48,312	\$	12.46	\$	601,963	\$	12.96	\$	626,119
Acorn, 5800 Lumen, Smooth Pole											
5,800L Acorn (D Pole) HPS UG	401	KUUM_401	612	\$	16.57	\$	10,135	\$	17.23	\$	10,539
Acorn, 5800 Lumen, Fluted Pole		_									
5,800L Acorn (Hist Pole) HPS UG	411	KUUM_411	1,762	\$	23.63	\$	41,636	\$	24.58	\$	43,310
Acorn, 9500 Lumen, Smooth Pole		_									
9,500L Acorn (D Pole) HPS UG RC-420	420	KUUM_420	6,095	\$	17.01	\$	103,683	\$	17.69	\$	107,828
Acorn, 9500 Lumen, Fluted Pole											
9,500L Acorn (Hist Pole) HPS UG	430	KUUM_430	14,913	\$	24.20	\$	360,892	\$	25.17	\$	375,35
Victorian, 5800 Lumen, Fluted Pole											
5,800L Coach HPS UG	414	KUUM_414	252	\$	33.87	\$	8,549	\$	34.09	\$	8,60
Victorian, 9500 Lumen, Fluted Pole											
9,500L Coach HPS UG RC-415	415	KUUM_415	120	\$	34.19	\$	4,116	\$	34.41	\$	4,14
Contemporary Fixture and Pole, 5800 Lumen, Second Fixture											
5,800L UG HPS Contemporary Fixture Only	492	KUUM_492	24	\$	17.12	Ś	404	Ś	17.12	Ś	40-
Contemporary Fixture and Pole, 5800 Lumen				*		*		*		-	
5,800L Contemporary HPS UG RC-476	476	KUUM_476	56,519	Ś	18.66	Ś	1,054,653	Ś	19.41	Ś	1,097,04
Contemporary Fixture and Pole, 9500 Lumen, Second Fixture		-									
9,500L Contemp Decor UG Fixture Only	497	KUUM 497	195	\$	17.00	\$	3,309	\$	17.00	\$	3,30
Contemporary Fixture and Pole, 9500 Lumen		-									
9,500L Contemporary HPS UG RC-477	477	KUUM_477	12,498	\$	23.09	\$	288,573	\$	24.01	\$	300,07
Contemporary Fixture and Pole, 22000 Lumen, Second Fixture	e										
22,000L UG HPS Contemporary	498	KUUM_498	350	\$	19.84	\$	6,942	\$	19.84	\$	6,94
Contemporary Fixture and Pole, 22000 Lumen											
22,000L Contemporary HPS UG RC-478	478	KUUM_478	17,005	\$	29.73	\$	505,573	\$	30.92	\$	525,80
Contemporary Fixture and Pole, 50000 Lumen, Second Fixture	e										
50,000L Contemp Decor UG Fixture Only	499	KUUM_499	412	\$	24.15	\$	9,952	\$	24.15	\$	9,95
Contemporary Fixture and Pole, 50000 Lumen											
50,000L Contemporary HPS UG RC-479	479	KUUM_479	11,127	\$	36.74	\$	408,817	\$	38.21	\$	425,175
Dark Sky, 4000 Lumen, Decorative											
4,000L HPS DSK Lantern	300	KUUM_300	-	\$	24.72	\$	-	\$	24.88	\$	-
Dark Sky, 9500 Lumen, Decorative											
9,500L HPS DSK Lantern	301	KUUM_301	-	\$	25.83	\$	-	\$	26.00	\$	=

### Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD
TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_\_ REVISED
WORK PAPER REFERENCE NO(S):

						(	Calculated			(	Calculated
		Existing	Total	Р	resent	R	levenue at	St	tipulated	F	Revenue at
	Rate Code	Bill Code	Lights		Rates	Pr	esent Rates		Rates	Sti	oulated Rates
LIGHTING SERVICE, CONTINUED, RATE SHEET NO. 35.2											•
Underground, continued											
Metal Halide											
Contemporary, 12000 Lumen, Fixture Only											
12,000L Fixture Only Cont-MH RC-490 (MOVED TO RLS)	490	KUUM_490	696	\$	17.45	\$	12,148				
Contemporary, 12000 Lumen, Fixture with Smooth Pole											
12,000L Fix With M Pole Cont-MH (MOVED TO RLS)	494	KUUM_494	2,160	\$	31.42	\$	67,869				
Contemporary, 32000 Lumen, Fixture Only											
32,000L Fixture Only Cont-MH RC-491	491	KUUM_491	3,632	\$	24.68	\$	89,633	\$	24.68	\$	89,633
Contemporary, 32000 Lumen, Fixture with Smooth Pole											
32,000L Fix with M Pole Cont-MH RC-495	495	KUUM_495	8,003	\$	38.64	\$	309,249	\$	38.89	\$	311,250
Contemporary, 107800 Lumen, Fixture Only											
107,800L Fixture Only Cont-MH RC-493 (MOVED TO RLS)	493	KUUM_493	509	\$	51.32	\$	26,099				
Contemporary, 107800 Lumen, Fixture with Smooth Pole											
107,800L Fix With M Pole Cont-MH (MOVED TO RLS)	496	KUUM_496	1,731	\$	65.28	\$	112,970				
Light Emitting Diode (LED)											
Cobra Head, 8179 Lumen, Smooth Pole											
8,179L Cobra LED RC-396	396	KUUM_396	-					\$	35.44	\$	-
Cobra Head, 14166 Lumen, Smooth Pole											
14,166L Cobra LED RC-397	397	KUUM_397	_					\$	38.61	\$	-
Cobra Head, 23214 Lumen, Smooth Pole											
23,214L Cobra LED RC-398	398	KUUM_398	-					\$	48.14	\$	-
Colonial, 5665 Lumen, 4-Sided Decorative											
5,665L Colonial LED UG RC-399	399	KUUM_399	-					\$	37.51	\$	=

### Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA: \_\_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD
TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_\_ REVISED
WORK PAPER REFERENCE NO(S):

						(	Calculated			Calculated	
		Existing	Total		resent		Revenue at	S	tipulated		Revenue at
	Rate Code	Bill Code	Lights		Rates	Pr	resent Rates		Rates	St	ipulated Rates
RESTRICTED LIGHTING SERVICE RATE SHEET NO. 36											
Overhead											
High Pressure Sodium											
Cobra Head, 4000 Lumen, Fixture Only											
4,000 Lumen HPS Std RC-461	461	KUUM_461	81,478	Ş	8.53	Ş	695,009	Ş	8.87	Ş	722,71
Cobra Head, 4000 Lumen, Fixture and Pole											
4,000 Lumen HPS Ormtl RC-471	471	KUUM_471	42,850	Ş	11.73	Ş	502,635	Ş	12.20	Ş	522,77
Cobra Head, 50000 Lumen, Fixture Only											
50,000L HPS Special Lighting RC-409	409	KUUM_409	1,590	\$	13.56	\$	21,559	\$	14.10	\$	22,43
Open Bottom, 5800 Lumen, Fixture Only											
5,800L Open Bottom HPS Std RC-426	426	KUUM_426	1,873	\$	8.54	\$	15,993	\$	8.54	\$	15,99
Metal Halide											
Directional, 12000 Lumen, Fixture Only											
12,000L Fixture Only Dir-MH RC-450 (MOVED FROM LS)	450	KUUM_450	8,200					\$	16.13	\$	132,2
Directional, 12000 Lumen, Flood, Fixture with Pole											
12,000L Fix with W Pole Dir-MH RC-454	454	KUUM_454	1,769	\$	20.89	\$	36,953	\$	20.89	\$	36,9
Directional, 32000 Lumen, Flood, Fixture with Pole											
32,000L Fix with W Pole Dir-MH	455	KUUM_455	12,109	\$	27.56	\$	333,714	\$	27.56	\$	333,7
Directional, 107800 Lumen, Fixture Only											
107,800L Fixture Only Dir-MH (MOVED FROM LS)	452	KUUM_452	12,000					\$	47.70	\$	572,4
Directional, 107800 Lumen, Flood, Fixture with Pole											
107,800L Fix With W Pole Dir-MH	459	KUUM_459	2,455	\$	52.45	\$	128,758	\$	52.45	\$	128,7
Mercury Vapor											
Cobra Head, 7000 Lumen, Fixture Only											
7,000 Lumen MV Std RC-446	446	KUUM_446	12,112	\$	10.77	\$	130,450	\$	10.84	\$	131,2
Cobra Head, 7000 Lumen, Fixture and Pole											
7,000 Lumen MV Ormtl	456	KUUM_456	1,628	\$	13.27	\$	21,606	\$	13.35	\$	21,7
Cobra Head, 10000 Lumen, Fixture Only											
10,000 Lumen MV Std	447	KUUM_447	8,109	\$	12.77	\$	103,546	\$	12.85	\$	104,1
Cobra Head, 10000 Lumen, Fixture and Pole											
10,000 Lumen MV Ormtl	457	KUUM_457	5,234	\$	14.98	\$	78,410	\$	15.08	\$	78,9
Cobra Head, 20000 Lumen, Fixture Only											
20,000 Lumen MV Std RC-448	448	KUUM_448	17,068	\$	14.45	\$	246,638	\$	14.54	\$	248,1
Cobra Head, 20000 Lumen, Fixture and Pole											
20,000 Lumen MV Ormtl	458	KUUM_458	16,662	\$	16.91	\$	281,759	\$	17.02	\$	283,5
Open Bottom, 7000 Lumen, Fixture Only											
7,000L Open Bottom M V Std RC-404	404	KUUM_404	78,426	\$	11.87	\$	930,914	\$	11.87	\$	930,9

### Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA:	BASE	PERI	OD _	x	FORECAST PERIOD	
TYPE OF FILE	NG: _	_x	ORIGI	NAL	UPDATED	 REVISE
WORK PAPE	R REF	EREN	CE NO	(S):		

						(	Calculated				Calculated
		Existing	Total	Pr	resent	R	evenue at	S	Stipulated		Revenue at
	Rate Code	Bill Code	Lights	F	Rates	Pr	esent Rates		Rates	S	tipulated Rates
RESTRICTED LIGHTING SERVICE, CONTINUED, RATE SHEET NO. 36.1											
Overhead, continued											
Incandescent											
Tear Drop, 1000 Lumen, Fixture Only											
1,000 Lumen Incand Std	421	KUUM_421	42	\$	3.81	Ş	161	Ş	3.81	Ş	161
Tear Drop, 2500 Lumen, Fixture Only											
2,500 Lumen Incand Std	422	KUUM_422	6,853	\$	5.11	Ş	35,019	Ş	5.11	Ş	35,019
Tear Drop, 4000 Lumen, Fixture Only				_		_		_		_	
4,000 Lumen Incand Std RC-424	424	KUUM_424	341	\$	7.63	Ş	2,603	Ş	7.63	Ş	2,603
Tear Drop, 6000 Lumen, Fixture Only				_		_		_		_	
6,000 Lumen Incand Std	425	KUUM_425	24	\$	10.19	\$	241	\$	10.19	\$	241
Underground											
Metal Halide											
Directional, 12000 Lumen, Flood, Fixture with Pole											
12,000L Fix With M Pole Dir-MH	460	KUUM_460	272	\$	30.10	\$	8,194	\$	31.30	\$	8,521
Directional, 32000 Lumen, Flood, Fixture with Pole											
32,000L Fix With M Pole Dir-MH	469	KUUM_469	3,443	\$	36.77	\$	126,607	\$	37.01	\$	127,433
Directional, 107800 Lumen, Flood, Fixture with Pole											
107,800L Fix With M Pole Dir-MH	470	KUUM_470	699	\$	61.66	\$	43,077	\$	61.66	\$	43,077
Contemporary, 12000 Lumen, Fixture Only											
12,000L Fixture Only Cont-MH RC-490 (MOVED FROM LS)	490	KUUM_490	696					\$	17.45	\$	12,148
Contemporary, 12000 Lumen, Fixture with Smooth Pole											
12,000L Fix With M Pole Cont-MH (MOVED FROM LS)	494	KUUM_494	2,160					\$	31.42	\$	67,869
Contemporary, 107800 Lumen, Fixture Only											
107,800L Fixture Only Cont-MH RC-493 (MOVED FROM LS)	493	KUUM_493	509					\$	51.32	\$	26,099
Contemporary, 107800 Lumen, Fixture with Smooth Pole											
107,800L Fix With M Pole Cont-MH (MOVED FROM LS)	496	KUUM_496	1,731					\$	65.28	\$	112,970
High Pressure Sodium											
Acorn, 4000 Lumen, Smooth Pole											
4,000L Acorn (Decorative Pole) UG RC-440	440	KUUM_440	24	\$	15.11	\$	359	\$	15.71	\$	374
Acorn, 4000 Lumen, Fluted Pole											
4,000L Acorn (Hist Pole) HPS UG RC-410	410	KUUM_410	2,852	\$	22.31	\$	63,623	\$	23.20	\$	66,161
Colonial, 4000 Lumen, Smooth Pole											
4,000L Colonial HPS UG RC-466	466	KUUM_466	10,096	\$	10.79	\$	108,934	\$	11.22	\$	113,275
Coach, 5800 Lumen, Smooth Pole											
5,800L Coach Decor UG RC-412	412	KUUM_412	344	\$	33.87	\$	11,647	\$	34.09	\$	11,722
Coach, 9500 Lumen, Smooth Pole											
9,500L Coach Decor UG RC-413	413	KUUM_413	1,169	\$	34.19	\$	39,954	\$	34.41	\$	40,211

#### Case No. 2016-00370

### Calculation of Proposed Rate Increase for the Twelve Months Ended June 30, 2018

DATA:	BASE	PERIO	_x_	FORECAST PERIOD	
TYPE O	F FILING: _	_X O	RIGINAL	UPDATED	REVISED
WORK I	PAPER REF	ERENCE	NO(S):		

						Calculated			Calculated
		Existing	Total	Present		Revenue at	Stipulated		Revenue at
	Rate Code	Bill Code	Lights	Rates	P	resent Rates	Rates	Sti	pulated Rates
RESTRICTED LIGHTING SERVICE, CONTINUED, RATE SHEET NO. 36.2  Underground, continued									
Granville Lights, 16000 Lumen, Smooth Pole	360	KUUM_360	384.82	\$ 62.30	\$	23,974	\$ 62.30	\$	23,974
Adjustment to Reflect Sale of GranvilleLighting Fixtures			337		\$	(20,984)		\$	(20,984)
Partial Month and Prorated Bills					\$	2,538		\$	2,538
Total Calculated at Base Rates					\$	28,022,738		\$	28,388,128
Correction Factor						1.000000000			1.000000000
Total After Application of Correction Factor					\$	28,022,738		\$	28,388,128
Applicable to all lighting schedules:									
Adjustment to Reflect Removal of Base ECR Revenues					\$	-		\$	=
Total Net Base Revenues					\$	28,022,738		\$	28,388,128
FAC Mechanism Revenues					\$	(381,158)		\$	(381,158)
DSM Mechanism Revenues					\$	-		\$	-
ECR Mechanism Revenues					\$	2,749,634		\$	2,749,634
OSS Mechanism Revenues					\$	(1,520)		\$	(1,520)
ECR Base Revenues					\$	-		\$	-
Total Base Revenues Inclusive of ECR					\$	30,389,694		\$	30,755,084
Proposed Increase								\$	365,390
Percentage Increase									1.20%

		Rate P-	12 Public School - Po	owe	r Service Seco	ondary					
	Bills	kW	kWh			esent PS		Proposed PS			
Basic Service Charge	1584			\$	90.00	\$	142,560	\$	90.00	\$	142,560
Energy			73,019,668	\$	0.03572	\$	2,608,263	\$	0.03572	\$	2,608,263
Summer kW		112,054		\$	19.05	\$	2,134,629		17.89	\$	2,004,646
Winter kW		150,180		\$	16.95	\$	2,545,551	\$	15.92	\$	2,390,866
Total						\$	7,431,002			\$	7,146,334
Stipulated Increase (Dec Percentage Increase (De	-									\$	(284,668) -3.83%
		Rate F	2-12 Public School - 1	Time	of Day Seco	ndary					
	Bills	kW	kWh			esent ODS				oosed ODS	
Basic Service Charge	1176			\$	200.00	\$	235,200	\$	200.00	\$	235,200
Energy			139,498,199	\$	0.03572	\$	4,982,876	\$	0.03572	\$	4,982,876
Base kW		466,754		\$	5.20	\$	2,427,121		4.83	\$	2,254,422
Inter kW		448,309		\$	4.53	\$	2,030,840	\$	4.25	\$	1,905,313
Peak kW		445,790		\$	6.13	\$	2,732,693	\$	5.76	\$	2,567,750
Total						\$	12,408,729			\$	11,945,561
Stipulated Increase (Dec Percentage Increase (De	•									\$	(463,168) -3.73%
ECR Total Both Classes						\$	(62,791) 19,776,940			\$ \$	(62,791) 19,029,104 (747,836)
		Source: Updated	RLW Exhibit 4 from	Will	hite Supplem	nental 1	Testimony				

### Stipulation Exhibit 5 LG&E Electric Revenue Allocation and Rates

# LOUISVILLE GAS AND ELECTRIC COMPANY Summary of Proposed Electric Revenue Increase for the Twelve Months Ended June 30, 2018 Electric Operations

DATA: \_\_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_\_ REVISED

WORK PAPER REFERENCE NO(5):

	P	Adjusted billings including All ECR Revenue at Current Rates		Increase	Percentage Increase
Residential Service - RS	\$	441,462,416	\$	29,565,735	6.70%
Residential Time-of-Day Rate - RTOD	\$	55,652	\$	3,727	6.70%
General Service Rate	\$	170,461,520	\$	8,608,168	5.05%
Power Service Rate					
Power Service Rate PS - Secondary	\$	158,516,776	\$	7,995,357	5.04%
Power Service Rate PS - Primary	\$	12,536,325	\$	632,963	5.05%
•			_		
Total Power Service	\$	171,053,101	\$	8,628,320	5.04%
Time of Day Secondary Service TODS	\$	77,663,825	\$	1,471,326	1.89%
Time of Day Primary Service TODP	\$	126,370,424	\$	6,778,801	5.36%
Retail Transmission Service RTS	\$	68,895,503	\$	3,732,449	5.42%
Fluctuating Load Service Rate FLS	\$	-	\$	-	0.00%
Curtailable Service Riders	\$	(4,334,522)	\$	338,179	7.80%
Special Contract Customer #1	\$	6,754,787	\$	427,074	6.32%
Special Contract Customer #2	\$	3,519,981	\$	204,339	5.81%
Lighting Energy LE	\$	244,537	\$	-	0.00%
Traffic Lighting Energy TE	\$	304,220	\$	13,305	4.37%
Lighting Service LS	\$	12,453,087			
Restricted Lighting Service RLS	\$	10,936,238			
All Outdoor Lighting LS & RLS	\$	23,389,325	\$	403,883	1.73%
Schools	\$	13,154,202	\$	(750,070)	- <u>5.70</u> %
TOTAL ULTIMATE CONSUMERS	\$	1,098,994,971	\$	59,425,236	<u>5.41%</u>
Other Operating Revenues:					
Late Payment Charges	\$	2,623,527			
Electric Service Revenue	\$	1,599,304			
Other Rent from Elec Property	\$	3,785,840	Ś	(22,391)	
Other Miscellaneous Revenue	\$	13,775,652	Ş	(22,331)	
TOTAL JURISDICTIONAL	\$	1,120,779,294	\$	59,402,845	5.30%
	_		_		

#### Case No. 2016-00371

DATA:	BASE PE	RIODX_	FORECAST PERIC	)D
TYPE OF FILI	NG:X	ORIGINAL	UPDATED	REVISED
<b>WORK PAPE</b>	R REFER	ENCE NO(S):		

	Customer Months	Total kWh	Present Rates Unit Charges	Calculated Revenue at Present Rates	Stipulated Rates	F	Calculated Revenue at oulation Rates
DESITIAL DATE DE l'adail a d'Albanta de l'adail de l'ad							
DENTIAL RATE RS, inclusive of Volunteer Fire Department Basic Service Charges	4,368,714		\$ 10.75 \$	46,963,672	\$ 11.50	ċ	50,240,20
Energy Charge	4,308,714		\$ 0.08639	, ,	\$ 11.50	Ş	30,240,20
Infrastructure Energy Charge		4,179,523,067	\$ 0.06035 \$	301,000,330	\$ 0.05587	\$	233,509,95
Variable Energy Charge		4,179,523,067			\$ 0.03681		153,848,24
Total Energy Charge		4,173,323,007			\$ 0.09268	Ÿ	155,040,24
Total Calculated at Base Rates			,	400 022 670		<b>,</b>	427 500 401
Correction Factor			\$	408,032,670 1.000000000		\$	<b>437,598,40</b> 9
			,				
Total After Application of Correction Factor			Ş	408,032,670		\$	437,598,40
Adjustment to Reflect Removal of Base ECR Revenues			Ş	(28,880,504)		\$	(28,880,504
Total Net Base Revenues			<u> </u>	379,152,166		\$	408,717,90
FAC Mechanism Revenue			Š	(15,239,054)		\$	(15,239,05
DSM Mechanism Revenue			Ş	13,769,784		\$	13,769,78
ECR Mechanism Revenue			Ş	35,275,380		\$	35,275,38
OSS Mechanism Revenue			Š	(376,364)		\$	(376,36
ECR Base Revenue			<u> </u>	28,880,504		\$	28,880,504
Total Base Revenues Inclusive of ECR			<u> </u>	441,462,416		\$	471,028,15
Proposed Increase						\$	29,565,73
Percentage Increase							6.70

#### Case No. 2016-00371

DATA:	BASE PER	NODX	FORECAST PERIOD	
<b>TYPE OF FILI</b>	NG:X_	ORIGINAL	UPDATED _	REVISED
<b>WORK PAPE</b>	R REFERE	NCE NO(S):		

	Customer Months	kW	Total kWh	Р	resent Rates Unit Charges	Calculated Revenue at Present Rates	9	Stipulated Rates		Calculated Revenue at ipulation Rates
SIDENTIAL RATE RTOD, Residential Time-of-Day Demand and		/		_			_		_	
Basic Service Charges	596			\$	10.75 \$	•	\$	11.50		6,854
Energy used (RTOD-Demand only)			-	\$	0.04565 \$		Ş	0.05051		-
Energy used, Off-Peak (RTOD-Energy only)			503,093	\$	0.06128 \$	30,830	\$	0.06780		34,110
Energy used, Peak (RTOD-Energy only)			62,671	Ş	0.23263 \$	•	\$	0.23263		14,579
Peak Demand		-		\$	12.38 \$		\$	7.68	\$	-
Off Peak Demand		-		\$	3.25 \$	-				
Base Demand		-					\$	3.51	\$	-
Total Calculated at Base Rates					\$	51,816			\$	55,54
Correction Factor						1.000000000				1.00000000
<b>Total After Application of Correction Factor</b>					\$	51,816			\$	55,54
Adjustment to Reflect Removal of Base ECR Revenue	s				\$	(3,909)			\$	(3,909
Total Net Base Revenues					<u>\$</u>	47,907			\$	51,634
FAC Mechanism Revenue					Ś	(2,074)			Ś	(2,07
DSM Mechanism Revenue					Ś	1,674			Ś	1,67
ECR Mechanism Revenue					Š	4,288			Ś	4,28
OSS Mechanism Revenue					Ś	(52)			Ś	(52
ECR Base Revenue					<u>\$</u>	3,909			\$	3,90
Total Base Revenues Inclusive of ECR					<u>\$</u>	55,652			\$	59,37
Proposed Increase									\$	3,727
Percentage Increase										6.70

#### Case No. 2016-00371

#### Calculation of Proposed Electric Rate Increase for the Twelve Months Ended June 30, 2018 Electric Operations

DATA: \_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD
TYPE OF FILING: \_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED
WORK PAPER REFERENCE NO(S):

		Total	Pr	esent Rates Unit	Calculated Revenue at	St	ipulated		Calculated Revenue at
	Customer Months	kWh		Charges	Present Rates		Rates	S	Stipulation Rates
ENERAL SERVICE RATE GS									
Single Phase Customer Charge	344,482		\$	25.00	\$ 8,612,061	\$	31.50	\$	10,851,197
Single Phase Energy Charge		415,089,458	\$	0.09650	\$ 40,056,133				
Single Phase Infrastructure Energy Charge		415,089,458				\$	0.06246	\$	25,926,488
Single Phase Variable Energy Charge		415,089,458				\$	0.03721	\$	15,445,479
Single Phase Total Energy Charge						\$	0.09967		
Three Phase Customer Charge	198,362		\$	40.00	\$ 7,934,494	\$	50.40	\$	9,997,463
Three Phase Energy Charge		943,289,763	\$	0.09650	\$ 91,027,462				
Three Phase Infrastructure Energy Charge		943,289,763				\$	0.06246	\$	58,917,879
Three Phase Variable Energy Charge		943,289,763				\$	0.03721	\$	35,099,812
Three Phase Total Energy Charge						\$	0.09967		
Total Calculated at Base Rates					\$ 147,630,150			\$	156,238,318
Correction Factor					1.000000000				1.00000000
<b>Total After Application of Correction Factor</b>					\$ 147,630,150			\$	156,238,318
Adjustment to Reflect Removal of Base ECR Revenues					\$ (11,804,315)			\$	(11,804,315
Total Net Base Revenues					\$ 135,825,835			\$	144,434,003
FAC Mechanism Revenue					\$ (4,998,752)			\$	(4,998,752
DSM Mechanism Revenue					\$ 3,788,000			\$	3,788,000
ECR Mechanism Revenue					\$ 24,161,686			\$	24,161,686
OSS Mechanism Revenue					\$ (119,564)			\$	(119,564
ECR Base Revenues					\$ 11,804,315			\$	11,804,315
Total Base Revenues Inclusive of ECR					\$ 170,461,520			\$	179,069,688
Proposed Increase								\$	8,608,168
Percentage Increase									5.059

#### Case No. 2016-00371

DATA:	BASE PER	IODX	FORECAST PERIOD	)
<b>TYPE OF FILI</b>	NG:X_	ORIGINAL	UPDATED _	REVISED
<b>WORK PAPE</b>	R REFERE	NCE NO(S):		

			Total	esent Rates Unit	Calculated Revenue at	9	Stipulated		Calculated Revenue at
	Customer Months	kW	kWh	Charges	Present Rates		Rates		Stipulation Rates
POWER SERVICE RATE PS-Secondary									
Basic Service Charges	32,633			\$ 90.00	\$ 2,936,938	\$	90.00	\$	2,936,938
All Energy			1,794,786,543	\$ 0.04071	\$ 73,065,760	\$	0.04070	\$	73,047,812
Summer Demand, kW		2,034,484		\$ 18.40	\$ 37,434,502	\$	20.21	\$	41,116,918
Winter Demand, kW		2,670,723		\$ 15.99	\$ 42,704,862	\$	17.56	\$	46,897,897
Summer Power Factor Adjustment		52,361		\$ 18.40	\$ 963,450	\$	20.21	\$	1,058,224
Winter Power Factor Adjustment		27,352		\$ 15.99	\$ 437,356	\$	17.56	\$	480,298
Total Calculated at Base Rates					\$ 157,542,868			\$	165,538,087
Correction Factor					1.000000000				1.000000000
<b>Total After Application of Correction Factor</b>					\$ 157,542,868			\$	165,538,087
Adjustment to Reflect Removal of Base ECR Revenues	i				\$ (12,351,713)			\$	(12,351,713)
Redundant Capacity Rider Revenue (not included in re	evenue forecast)	864		\$ 1.43	\$ 1,236	\$	1.59		1,374
Total Base Revenues Net of ECR					\$ 145,192,391			\$	153,187,748
FAC Mechanism Revenue					\$ (6,930,881)			\$	(6,930,881)
DSM Mechanism Revenue					\$ 907,454			\$	907,454
ECR Mechanism Revenue					\$ 7,160,930			\$	7,160,930
OSS Mechanism Revenue					\$ (164,831)			\$	(164,831)
ECR Base Revenues					\$ 12,351,713			\$	12,351,713
Total Base Revenues Inclusive of ECR					\$ 158,516,776			\$	166,512,133
Proposed Increase								Ś	7,995,357

#### Case No. 2016-00371

DATA:	BASE PER	IODX	FORECAST PERIO	D
TYPE OF FILI	NG:X_	ORIGINAL	UPDATED	REVISED
<b>WORK PAPE</b>	R REFEREN	NCE NO(S):		

Stipulated Rates	Calculated Revenue at Stipulation Rates
Rates	Stipulation Rates
\$ 240.00 \$	207,360
\$ 0.03924 \$	6,486,276
\$ 17.55 \$	3,013,779
\$ 15.03 \$	3,227,204
\$ 17.55 \$	130,700
\$ 15.03 \$	79,446
\$	13,144,765
	1.000000000
\$	13,144,765
\$	(993,949
<u>\$</u>	12,150,816
\$	(612,937
\$	77,465
\$	574,599
\$	(14,604
\$	993,949
\$	13,169,288
\$	632,963
	\$

#### Case No. 2016-00371

DATA:	_ BASE PER	RIODX_	FORECAST PERIOD	
TYPE OF FIL	LING:X_	ORIGINAL	UPDATED	REVISED
<b>WORK PAP</b>	ER REFERE	NCE NO(S):		

	Customer Months	kW	Total kWh	Pi	resent Rates Unit Charges	Calculated Revenue at Present Rates	9	Stipulated Rates	Calculated Revenue at Stipulation Rates
	Customer Months	KVV	KVVII		Charges	r resent nates		Nates	Stipulation Rates
TIME OF DAY SECONDARY SERVICE RATE TODS									
Basic Service Charges	4,081			\$	200.00	\$ 816,157	\$	200.00	\$ 816,157
All Energy			988,402,450	\$	0.04049	\$ 40,020,415	\$	0.04037	39,901,807
Demand kW Base		2,382,083		\$	4.60	\$ 10,957,583			
Demand kW Base (100% Ratchet)		3,038,571					\$	4.29	\$ 13,035,470
Demand kW Intermediate		2,155,533		\$	5.10	\$ 10,993,221	\$	4.91	10,584,649
Demand kW Peak		2,104,360		\$	6.74	\$ 14,183,384	\$	6.70	14,101,123
Total Calculated at Base Rates						\$ 76,970,760			\$ 78,439,206
Correction Factor						1.000000000			1.000000000
<b>Total After Application of Correction Factor</b>						\$ 76,970,760			\$ 78,439,206
Adjustment to Reflect Removal of Base ECR Revenues						(6,142,643)			(6,142,643)
Redundant Capacity Rider Revenue (not included in revenue for	orecast)	18,000		\$	1.43	\$ 25,740	\$	1.59	28,620
Total Net Base Revenues						\$ 70,853,857			\$ 72,325,183
FAC Mechanism Revenue						\$ (3,996,175)			\$ (3,996,175)
DSM Mechanism Revenue						\$ 439,027			\$ 439,027
ECR Mechanism Revenue						\$ 4,320,114			\$ 4,320,114
OSS Mechanism Revenue						\$ (95,641)			\$ (95,641)
ECR Base Revenues						\$ 6,142,643			\$ 6,142,643
Total Base Revenues Inclusive of Base ECR						\$ 77,663,825			\$ 79,135,151
Proposed Increase									\$ 1,471,326
Percentage Increase									1.89%

#### Case No. 2016-00371

DATA:	_ BASE	PER	IOD	x	FORECAST PERIOD	)
TYPE OF FIL	.ING: _	_X	ORI	GINAL	UPDATED _	REVISED
<b>WORK PAP</b>	ER REF	EREN	ICE N	IO(S):		

		·		Pr	resent Rates	 Calculated			 Calculated
			Total		Unit	Revenue at	5	Stipulated	Revenue at
	Customer Months	kVA	kWh		Charges	Present Rates		Rates	Stipulation Rates
TIME OF DAY PRIMARY SERVICE RATE TODP									
Basic Service Charges	1,266			\$	300.00	\$ 379,800	\$	330.00	\$ 417,780
All Energy			1,848,687,110	\$	0.03824	\$ 70,693,795	\$	0.03816	\$ 70,545,900
Demand kVA Base		4,359,006		\$	3.75	\$ 16,346,274			
Demand kVA Base (100% Ratchet)		4,881,741					\$	3.01	\$ 14,694,040
Demand kVA Intermediate		4,142,695		\$	3.91	\$ 16,197,938	\$	4.76	\$ 19,719,229
Demand kVA Peak		4,077,681		\$	5.26	\$ 21,448,602	\$	6.49	\$ 26,464,149
Total Calculated at Base Rates						\$ 125,066,409			\$ 131,841,098
Correction Factor						1.000000000			1.000000000
<b>Total After Application of Correction Factor</b>						\$ 125,066,409			\$ 131,841,098
Adjustment to Reflect Removal of Base ECR Revenues						(8,176,599)			(8,176,599)
Redundant Capacity Rider Revenue (not included in revenue f	orecast)	22,845		\$	1.26	\$ 28,785	\$	1.44	32,897
Total Net Base Revenues						\$ 116,918,595			\$ 123,697,396
FAC Mechanism Revenue						\$ (6,855,082)			\$ (6,855,082
DSM Mechanism Revenue						\$ 259,281			\$ 259,281
ECR Mechanism Revenue						\$ 8,034,362			\$ 8,034,362
OSS Mechanism Revenue						\$ (163,331)			\$ (163,331)
ECR Base Revenues						\$ 8,176,599			\$ 8,176,599
Total Base Revenues Inclusive of Base ECR						\$ 126,370,424			\$ 133,149,225
Proposed Increase									\$ 6,778,801
Percentage Increase									5.36%

#### Case No. 2016-00371

#### Calculation of Proposed Electric Rate Increase for the Twelve Months Ended June 30, 2018 Electric Operations

DATA: \_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD
TYPE OF FILING: \_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED
WORK PAPER REFERENCE NO(S):

			Total	Pi	resent Rates Unit	 Calculated Revenue at	 Stipulated	 Calculated Revenue at
	Customer Months	kVA	kWh		Charges	Present Rates	 Rates	Stipulation Rates
RETAIL TRANSMISSION SERVICE RATE RTS								
Basic Service Charges	156			\$	1,000.00	\$ 156,000	\$ 1,500.00	\$ 234,000
All Energy			1,147,609,709	\$	0.03711	\$ 42,587,796	\$ 0.03688	\$ 42,323,846
Demand kVA Base		2,423,642		\$	3.05	\$ 7,392,109		
Demand kVA Base (100% Ratchet)		2,829,315					\$ 1.43	\$ 4,045,920
Demand kVA Intermediate		2,288,762		\$	3.30	\$ 7,552,916	\$ 4.82	\$ 11,031,835
Demand kVA Peak		2,200,970		\$	4.85	\$ 10,674,706	\$ 6.57	\$ 14,460,375
Total Calculated at Base Rates						\$ 68,363,527		\$ 72,095,976
Correction Factor						1.000000000		1.000000000
<b>Total After Application of Correction Factor</b>						\$ 68,363,527		\$ 72,095,976
Adjustment to Reflect Removal of Base ECR Revenues						\$ (4,078,891)		\$ (4,078,891)
Total Base Revenues Net of ECR						\$ 64,284,636		\$ 68,017,085
FAC Mechanism Revenue						\$ (4,273,319)		\$ (4,273,319)
DSM Mechanism Revenue						\$ -		\$ -
ECR Mechanism Revenue						\$ 4,904,122		\$ 4,904,122
OSS Mechanism Revenue						\$ (98,827)		\$ (98,827)
ECR Base Revenues						\$ 4,078,891		\$ 4,078,891
Total Base Revenues Inclusive of Base ECR						\$ 68,895,503		\$ 72,627,952
Proposed Increase								\$ 3,732,449
Percentage Increase								5.42%

#### Case No. 2016-00371

DATA:	BASE	PERIO	_x_	FORECAST PERIOD	
TYPE OF FILI	NG:	X 0I	RIGINAL	UPDATED	_ REVISED
<b>WORK PAPE</b>	R REFE	RENCE	NO(S):		

	Customer Months	Customer Months kVA		Total s kVA kWh		Pr	esent Rates Unit Charges	Calculated Revenue at Present Rates	Stipulated Rates		Calculated Revenue at Stipulation Rates
FLUCTUATING LOAD SERVICE RATE FLS											
Primary Delivery											
Basic Service Charges	-			\$	1,000.00 \$	-	\$	330.00	-		
All Energy				- \$	0.03612 \$	-	\$	0.03816	\$ -		
Demand Base (5-minute kVA)		-		\$	2.37 \$	-					
Demand Base (100% Ratchet)		-					\$	2.68	-		
Demand Intermediate (5-minute kVA)		-		\$	2.37 \$	-	\$	4.24	-		
Demand Peak (5-minute kVA)		-		\$	3.42 \$	-	\$	5.96	\$ -		
Transmission Delivery											
Basic Service Charges	-			\$	1,000.00 \$	-	\$	1,500.00	\$ -		
All Energy				- \$	0.03612 \$	-	\$	0.03688	\$ -		
Demand Base (5-minute kVA)		-		\$	1.62 \$	-					
Demand Base (100% Ratchet)		-					\$	1.27	\$ -		
Demand Intermediate (5-minute kVA)		-		\$	2.37 \$	-	\$	4.30	\$ -		
Demand Peak (5-minute kVA)		-		\$	3.42 \$	-	\$	6.03	\$ -		
Total Calculated at Base Rates					\$	-			\$ -		
Correction Factor						1.000000000			1.000000000		
<b>Total After Application of Correction Factor</b>					\$	-			\$ -		
Adjustment to Reflect Removal of Base ECR Revenues					\$	-			\$ -		
Total Base Revenues Net of ECR					<u>\$</u>	<u>-</u>			\$ -		
FAC Mechanism Revenue					\$	-			\$ -		
DSM Mechanism Revenue					\$	-			\$ -		
ECR Mechanism Revenue					\$	-			\$ -		
OSS Mechanism Revenue					\$	-			\$ -		
ECR Base Revenues					\$	<u> </u>			\$ -		
Total Base Revenues Inclusive of Base ECR					<u>\$</u>	-			\$ 		
Proposed Increase									\$ -		
Percentage Increase									0.00%		

#### Case No. 2016-00371

#### Calculation of Proposed Electric Rate Increase for the Twelve Months Ended June 30, 2018 Electric Operations

DATA: \_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_\_ REVISED

WORK PAPER REFERENCE NO(S):

	kVA of Curtailable Demand	Present Rates Unit Charges		Calculated Revenue at Present Rates	Stipulated Rates		Calculated Revenue at Stipulation Rates
CURTAILABLE SERVICE RIDERS							
Transmission Voltage Service	618,000	Ś	(6.40) \$	(3,955,200)	Ś	(5.90) \$	(3,646,200)
Primary Voltage Service	58,357	\$	(6.50) \$	(379,322)	\$	(6.00) \$	(350,143)
Non-Compliance Charge	· -	\$	16.00 \$	-	\$	16.00 \$	-
Total Calculated at Base Rates Correction Factor			\$	<b>(4,334,522)</b> 1.000000000		\$	(3,996,343) 1.000000000
<b>Total After Application of Correction Factor</b>			\$	(4,334,522)		\$	(3,996,343)
Total Base Revenues			\$	(4,334,522)		<u>\$</u>	(3,996,343)
Proposed Increase						\$	338,179
Percentage Increase							7.80%

#### Case No. 2016-00371

DATA:	BASE PER	IODX	FORECAST PERIOD	
<b>TYPE OF FILI</b>	NG:X_	ORIGINAL	UPDATED _	REVISED
<b>WORK PAPE</b>	R REFEREI	NCE NO(S):		

			Total			Calculated Revenue at	S	tipulated		Calculated Revenue at
	Customer Months	kW/kVA	kWh		Charges	 Present Rates		Rates	S	Stipulation Rates
CIAL CONTRACTS										
Customer Number 1										
Basic Service Charges	12			\$	-	\$ -	\$	330.00	\$	3,960
All Energy			109,874,900	\$	0.03910	\$ 4,296,109	\$	0.03816	\$	4,192,826.00
Summer Demand, kW		65,966		\$	15.59	\$ 1,028,415				
Winter Demand, kW		119,439		\$	13.27	\$ 1,584,955				
Demand kVA Base (100% Ratchet)		263,221					\$	3.01	\$	792,29
Demand kVA Intermediate		194,374					\$	4.76	\$	925,220
Demand kVA Peak		193,374					\$	6.49	\$	1,254,996
Total Calculated at Base Rates						\$ 6,909,479			\$	7,169,29
Correction Factor						1.000000000				1.00000000
Total After Application of Correction Factor						\$ 6,909,479			\$	7,169,29
Adjustment to Reflect Removal of Base ECR Revenues						\$ (400,475)			\$	(400,47
Adjustment to Reflect Demand Revenue Credit for 96.3	7% Average Power Factor					\$ (167,256)				
Total Base Revenues Net of ECR						\$ 6,341,748			\$	6,768,82
FAC Mechanism Revenue						\$ (407,615)			\$	(407,61
DSM Mechanism Revenue						\$ -			\$	-
ECR Mechanism Revenue						\$ 430,555			\$	430,55
OSS Mechanism Revenue						\$ (10,376)			\$	(10,37
ECR Base Revenues						\$ 400,475			\$	400,47
Total Base Revenues Inclusive of Base ECR						\$ 6,754,787			\$	7,181,86
Proposed Increase									\$	427,07
Percentage Increase										6.32

#### Case No. 2016-00371

DATA:	BASE F	PERIOD	x_	FORECAST PERIOD	
TYPE OF FILE	ING:	XOR	IGINAL	UPDATED	REVISED
<b>WORK PAPE</b>	R REFE	RENCE	NO(S):		

	Customer Months Metered kW	kW	Total kWh		resent Rates Unit Charges	Calculated Revenue at Present Rates		Stipulated Rates		Calculated Revenue at Stipulation Rates	
AL CONTRACTS											
<u>Customer Number 2</u>											
Basic Service Charges	12			\$	- \$	-	\$	-	\$	-	
All Energy			58,046,500	\$	0.03872 \$	2,247,560	\$	0.03871	\$	2,246,98	
Demand, kW		114,480		\$	11.10 \$	1,270,728	\$	12.89	\$	1,475,64	
Total Calculated at Base Rates					\$	3,518,288			\$	3,722,62	
Correction Factor						1.000000000				1.00000000	
Total After Application of Correction Factor					\$	3,518,288			\$	3,722,62	
Adjustment to Reflect Removal of Base ECR Revenues					\$	(225,526)			\$	(225,52	
Total Base Revenues Net of ECR					\$	3,292,762			\$	3,497,10	
FAC Mechanism Revenue					\$	(217,213)			\$	(217,21	
DSM Mechanism Revenue					\$	-			\$	-	
ECR Mechanism Revenue					\$	224,247			\$	224,24	
OSS Mechanism Revenue					\$	(5,341)			\$	(5,34	
ECR Base Revenues					\$	225,526			\$	225,52	
Total Base Revenues Inclusive of Base ECR					\$	3,519,981			\$	3,724,32	
Proposed Increase									\$	204,33	
Percentage Increase										5.81	

#### Case No. 2016-00371

DATA:	BASE F	PERIOD	x	FORECAST PERIOD	
TYPE OF FILI	NG:	KOR	IGINAL	UPDATED	REVISED
WORK PAPE	R REFE	RENCE	NO(S):		

	Customer Months	Present Rates Calculated Total Unit Revenue at kWh Charges Present Rates				Stipulated Rates			Calculated Revenue at Stipulation Rates
HTING ENERGY SERVICE RATE LE									
Basic Service Charges	1,980		\$	- \$	-	\$	-	\$	-
All Energy		3,317,374	\$	0.06934 \$	230,027	\$	0.06934	\$	230,02
<b>Total Calculated at Base Rates</b> Correction Factor				\$	<b>230,027</b> 1.000000000			\$	<b>230,02</b> 1.0000000
<b>Total After Application of Correction Factor</b>				\$	230,027			\$	230,02
Adjustment to Reflect Removal of Base ECR Revenues				\$	(19,208)			\$	(19,20
Total Base Revenues Net of ECR				<u>\$</u>	210,819			\$	210,81
FAC Mechanism Revenue				\$	(12,636)			\$	(12,63
DSM Mechanism Revenue				\$	-			\$	-
ECR Mechanism Revenue				\$	27,467			\$	27,46
OSS Mechanism Revenue				\$	(321)			\$	(32
ECR Base Revenues				\$	19,208			\$	19,20
Total Base Revenues Inclusive of Base ECR				<u>\$</u>	244,537			\$	244,5
Proposed Increase								\$	-
Percentage Increase									0.0

#### Case No. 2016-00371

DATA:	BASE PER	IODX	FORECAST PERIO	D
<b>TYPE OF FILI</b>	NG:X_	ORIGINAL	UPDATED	REVISED
<b>WORK PAPE</b>	R REFEREI	NCE NO(S):		

	Container Marsh	Total	Present Rates Unit	Calculated Revenue at	Stipulated	Calculated Revenue at
	Customer Months	kWh	Charges	Present Rates	Rates	Stipulation Rates
AFFIC ENERGY SERVICE RATE TE						
Basic Service Charges	10,860		\$ 4.00	43,440	\$ 4.00 \$	43,4
All Energy		3,108,713	\$ 0.07871	244,687	\$ 0.08299	257,9
Total Calculated at Base Rates			;	•	\$	•
Correction Factor				1.000000000		1.0000000
Total After Application of Correction Factor			;	288,127	\$	301,4
Adjustment to Reflect Removal of Base ECR Revenues			5	(17,999)	Ş	(17,9
Total Base Revenues Net of ECR			<u> </u>	270,128	<u> </u>	283,4
FAC Mechanism Revenue			9	(11,637)	Ş	(11,6
DSM Mechanism Revenue				-	,	;
ECR Mechanism Revenue				28,013	Š	28,0
OSS Mechanism Revenue			9	(283)	Ş	5 (2
ECR Base Revenues			3	17,999	5	17,9
Total Base Revenues Inclusive of Base ECR			,	304,220	Š	317,5
Proposed Increase					5	13,3
Percentage Increase						4.

#### Case No. 2016-00371

DATA:	_ BASE PER	RIODX_	FORECAST PERIOD	
TYPE OF FIL	.ING:X_	ORIGINAL	UPDATED	REVISED
WORK PAPI	ER REFERE	NCE NO(S):		

						Calculated			Calculated
	Rate	Existing	Total	Р	resent	Revenue at	9	Stipulated	Revenue at
	Code	Bill Code	Lights		Rates	Present Rates		Rates	Stipulated Rates
LIGHTING SERVICE, Sheet No. 35									
High Pressure Sodium									
Cobra Head, 16000 Lumen, Fixture Only	452	LGUM_452	78,687	\$	13.78	\$ 1,084,307	\$	13.78	\$ 1,084,307
Cobra Head, 28500 Lumen, Fixture Only	453	LGUM_453	114,820	\$	16.17	\$ 1,856,639	\$	16.17	\$ 1,856,639
Cobra Head, 50000 Lumen, Fixture Only	454	LGUM_454	66,045	\$	18.61	\$ 1,229,097	\$	18.61	\$ 1,229,097
Directional, 16000 Lumen, Fixture Only	455	LGUM_455	4,807	\$	14.73	\$ 70,807	\$	14.73	\$ 70,807
Directional, 50000 Lumen, Fixture Only	456	LGUM_456	153,552	\$	19.44	\$ 2,985,051	\$	19.44	\$ 2,985,051
Open Bottom, 9500 Lumen, Fixture Only	457	LGUM_457	40,429	\$	11.93	\$ 482,318	\$	11.93	\$ 482,318
Metal Halide									
Directional, 12000 Lumen, Fixture Only (MOVED TO RLS)	470	LGUM_470	374	\$	13.81	\$ 5,165			
Directional, 32000 Lumen, Fixture Only	473	LGUM_473	6,815	\$	19.89	\$ 135,550	\$	19.89	\$ 135,550
Directional, 107800 Lumen, Fixture Only (MOVED TO RLS)	476	LGUM_476	6,062	\$	42.04	\$ 254,846			
Light Emitting Diode (LED)									
Cobra Head, 8179 Lumen, Fixture Only	490	LGUM_490	-				\$	14.36	\$ -
Cobra Head, 14166 Lumen, Fixture Only	491	LGUM_491	-				\$	17.43	\$ -
Cobra Head, 23214 Lumen, Fixture Only	492	LGUM_492	-				\$	26.75	\$ -
Yard Light, 5007 Lumen, Fixture Only	493	LGUM_493	-				\$	9.48	\$ -

### LOUISVILLE GAS AND ELECTRIC COMPANY Case No. 2016-00371

DATA:	BASE P	ERIOD	x_	FORECAST PERIOD	
TYPE OF FIL	ING:>	( ORI	GINAL	UPDATED	REVISED
<b>WORK PAPE</b>	R REFE	RENCE N	1O(S):		

						Calculated			Calculated
	Rate	Existing	Total	Р	resent	Revenue at	9	Stipulated	Revenue at
	Code	Bill Code	Lights	-	Rates	Present Rates		Rates	Stipulated Rates
LIGHTING SERVICE, Sheet No. 35.1									
High Pressure Sodium									
Colonial, 4-Sided, 5800 Lumen, Smooth Pole	412	LGUM_412	2,580	\$	20.82	\$ 53,716	\$	21.35	\$ 55,083
Colonial, 4-Sided, 9500 Lumen, Smooth Pole	413	LGUM_413	28,986	\$	21.56	\$ 624,938	\$	22.11	\$ 640,880
Colonial, 4-Sided, 16000 Lumen, Smooth Pole	444	LGUM_444	42	\$	21.69	\$ 911	\$	22.24	\$ 934
Acorn, 5800 Lumen, Smooth Pole	415	LGUM_415	550	\$	21.21	\$ 11,666	\$	21.75	\$ 11,963
Acorn, 9500 Lumen, Smooth Pole	416	LGUM_416	23,042	\$	23.63	\$ 544,482	\$	24.23	\$ 558,308
Acorn, 16000 Lumen, Smooth Pole	445	LGUM_445	143	\$	23.63	\$ 3,379	\$	24.23	\$ 3,465
London 5800 Lumen, Fluted Pole	427	LGUM_427	631	\$	36.24	\$ 22,867	\$	37.16	\$ 23,448
London, 9500 Lumen, Fluted Pole	429	LGUM_429	2,596	\$	37.15	\$ 96,441	\$	37.15	\$ 96,441
Victorian, 5800 Lumen, Fluted Pole	431	LGUM_431	575	\$	33.97	\$ 19,533	\$	34.84	\$ 20,033
Victorian, 9500 Lumen, Fluted Pole	433	LGUM_433	2,735	\$	36.07	\$ 98,651	\$	36.99	\$ 101,168
Dark Sky, 4000 Lumen, Smooth Pole	400	LGUM_400	580	\$	25.33	\$ 14,691	\$	25.33	\$ 14,691
Dark Sky, 9500 Lumen, Smooth Pole	401	LGUM_401	97	\$	25.98	\$ 2,520	\$	25.98	\$ 2,520
Victorian/London Bases	956	LE_956Base	4,455	\$	3.56	\$ 15,860	\$	3.72	\$ 16,573
Cobra Head, 16000 Lumen, Smooth Pole	423	LGUM_423	266	\$	27.32	\$ 7,267	\$	28.55	\$ 7,594
Cobra Head, 28500 Lumen, Smooth Pole	424	LGUM_424	6,431	\$	29.55	\$ 190,036	\$	30.88	\$ 198,589
Cobra Head, 50000 Lumen, Smooth Pole	425	LGUM_425	382	\$	35.27	\$ 13,473	\$	36.86	\$ 14,081

#### Case No. 2016-00371

#### Calculation of Proposed Electric Rate Increase for the Twelve Months Ended June 30, 2018 Electric Operations

DATA: \_\_\_\_\_ BASE PERIOD \_\_X\_\_ FORECAST PERIOD

TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REVISED

WORK PAPER REFERENCE NO(S):

						Calculated			Calculated
	Rate	Existing	Total	Р	resent	Revenue at	9	Stipulated	Revenue at
	Code	Bill Code	Lights		Rates	Present Rates		Rates	Stipulated Rates
IGHTING SERVICE, Sheet No. 35.2									
High Pressure Sodium									
Contemporary Fixture only, 16000 Lumen	439	LGUM_439	-	\$	17.42	\$ -	\$	17.42	\$ -
Contemporary Fixture with Pole, 16000 Lumen	420	LGUM_420	708	\$	30.86	\$ 21,849	\$	32.25	\$ 22,833
Contemporary Fixture only, 28500 Lumen	440	LGUM_440	129	\$	19.37	\$ 2,499	\$	19.37	\$ 2,499
Contemporary Fixture with Pole, 28500 Lumen	421	LGUM_421	2,311	\$	33.96	\$ 78,482	\$	34.83	\$ 80,492
Contemporary Fixture only, 50000 Lumen	441	LGUM_441	468	\$	23.55	\$ 11,021	\$	23.55	\$ 11,021
Contemporary Fixture with Pole, 50000 Lumen	422	LGUM_422	5,172	\$	39.63	\$ 204,966	\$	40.64	\$ 210,190
Metal Halide									
Contemporary Fixture only, 12000 Lumen (MOVED TO RLS)	479	LGUM_479	-	\$	15.08	\$ -			
Contemporary Fixture with Pole, 12000 Lumen (MOVED TO RLS)	480	LGUM_480	239	\$	24.85	\$ 5,939			
Contemporary Fixture only, 32000 Lumen	481	LGUM_481	61	\$	21.67	\$ 1,322	\$	21.67	\$ 1,322
Contemporary Fixture with Pole, 32000 Lumen	482	LGUM_482	923	\$	31.43	\$ 29,010	\$	32.84	\$ 30,311
Contemporary Fixture only, 107800 Lumen (MOVED TO RLS)	483	LGUM_483	38	\$	45.01	\$ 1,710			
Contemporary Fixture with Pole, 107800 Lumen (MOVED TO RLS)	484	LGUM_484	282	\$	54.76	\$ 15,442			
LED									
Cobra Head, 8179 Lumen, Smooth Pole	496	LGUM_496	-				\$	52.66	\$ -
Cobra Head, 14166 Lumen, Smooth Pole	497	LGUM_497	-				\$	55.73	\$ -
Cobra Head, 23214 Lumen, Smooth Pole	498	LGUM_498	-				\$	65.05	\$ -
Colonial, 4-Sided, 5665 Lumen, Smooth Pole	499	LGUM_499	-				\$	45.46	\$ -
Existing Poles/Bases Billed Under Corresponding RLS Rates:									
Wood Pole installed before 7/1/2004 (RLS Sheet No. 36.1)	900	LE_900Pole	62,358	\$	2.06	\$ 128,457	\$	2.15	\$ 134,070
Wood Pole installed before 3/1/2010 (RLS Sheet No. 36.1)	958	_ LE_958Pole	4,799	\$	11.32	\$ 54,325	\$	11.32	\$ 54,325
10' Smooth Pole (RLS Sheet No. 36.2)	901	_ LE_901Pole	-		10.82	\$ -	\$	10.82	\$ -
10' Fluted Pole (RLS Sheet No. 36.2)	902	_ LE_902Pole	36	\$	12.91	\$ 465	\$	12.91	465
Old Town Bases (RLS Sheet No. 36.2)	950	LE 950Base	538		3.47	\$ 1,867	\$	3.63	\$ 1,953
Chesapeake Bases (RLS Sheet No. 36.2)	951	LE 951Base	936			3,491	-	3.83	3,585

### LOUISVILLE GAS AND ELECTRIC COMPANY Case No. 2016-00371

#### Calculation of Proposed Electric Rate Increase

for the Twelve Months Ended June 30, 2018
Electric Operations

DATA:	BASE PER	RIODX_	FORECAST PERIOD	
TYPE OF FILI	ING:X_	ORIGINAL	UPDATED	REVISED
<b>WORK PAPE</b>	R REFERE	NCE NO(S):		

	Rate Code	Existing Bill Code	Total Lights	resent Rates	Calculated Revenue at Present Rates	:	Stipulated Rates	Calculated Revenue at Stipulated Rates
RESTRICTED LIGHTING SERVICE, Sheet No. 36								
Mercury Vapor								
Cobra/Open Bottom, 8000 Lumen, Fixture Only	252	LGUM_252	44,248	\$ 10.25	\$ 453,542	\$	10.51	\$ 465,046
Cobra Head, 13000 Lumen, Fixture Only	203	LGUM_203	40,795	\$ 11.69	\$ 476,894	\$	11.99	\$ 489,132
Cobra Head, 25000 Lumen, Fixture Only	204	LGUM_204	41,062	\$ 14.41	\$ 591,703	\$	14.78	\$ 606,896
Cobra Head, 60000 Lumen, Fixture Only	209	LGUM_209	467	\$ 29.46	\$ 13,758	\$	30.21	\$ 14,108
Directional, 25000 Lumen, Fixture Only	207	LGUM_207	8,335	\$ 16.44	\$ 137,027	\$	16.86	\$ 140,528
Directional, 60000 Lumen, Fixture Only	210	LGUM_210	3,801	\$ 30.66	\$ 116,539	\$	31.44	\$ 119,503
Open Bottom, 4000 Lumen, Fixture Only	201	LGUM_201	869	\$ 8.77	\$ 7,621	\$	8.99	\$ 7,812
Metal Halide								
Directional, 12000 Lumen, Fixture Only (MOVED FROM LS)	470	LGUM_470	374			\$	13.81	\$ 5,165
Directional, 12000 Lumen, Fixture and Wood Pole	471	LGUM_471	77	\$ 16.09	\$ 1,239	\$	16.50	\$ 1,271
Directional, 32000 Lumen, Fixture and Wood Pole	474	LGUM_474	612	\$ 22.18	\$ 13,574	\$	22.18	\$ 13,574
Directional, 32000 Lumen, Fixture and Metal Pole	475	LGUM_475	24	\$ 29.64	\$ 711	\$	29.64	\$ 711
Directional, 107800 Lumen, Fixture Only (MOVED FROM LS)	476	LGUM_476	6,062			\$	42.04	\$ 254,846
Directional, 107800 Lumen, Fixture and Wood Pole	477	LGUM_477	716	\$ 45.23	\$ 32,385	\$	45.23	\$ 32,385

## LOUISVILLE GAS AND ELECTRIC COMPANY Case No. 2016-00371 Calculation of Proposed Electric Rate Increase

for the Twelve Months Ended June 30, 2018

Electric Operations

DATA:	BASE	PERI	OD _	X	FORECAST PERIOD	
TYPE OF	FILING: _	_X	ORIGI	NAL	UPDATED	REVISED
WORK	ADER REE	FREN	CE NO	/S)·		

					Calculated			Calculated
	Rate	Existing	Total	resent	Revenue at	:	Stipulated	Revenue at
	Code	Bill Code	Lights	Rates	Present Rates		Rates	Stipulated Rates
RESTRICTED LIGHTING SERVICE, Sheet No. 36.1								
Wood Pole								
Wood Pole Installed before 3/1/2010	958	LE_958Pole	407	\$ 11.32	\$ 4,607	\$	11.32	\$ 4,607
Wood Pole Installed before 7/1/2004	900	LE_900Pole	17,851	\$ 2.06	\$ 36,774	\$	2.15	\$ 38,380
High Pressure Sodium								
Cobra/Contemporary, 16000 Lumen, Fixture and Decorative Smooth Pole	275	LGUM_275	6,127	\$ 25.86	\$ 158,444	\$	27.02	\$ 165,552
Cobra/Contemporary, 28500 Lumen, Fixture and Decorative Smooth Pole	266	LGUM_266	24,476	\$ 28.44	\$ 696,097	\$	29.72	\$ 727,427
Cobra/Contemporary, 50000 Lumen, Fixture and Decorative Smooth Pole	267	LGUM_267	27,378	\$ 32.64	\$ 893,618	\$	34.11	\$ 933,864
Coach Acorn, 5800 Lumen, Fixture and Decorative Smooth Pole	276	LGUM_276	15,870	\$ 15.20	\$ 241,224	\$	15.88	\$ 252,016
Coach Acorn, 9500 Lumen, Fixture and Decorative Smooth Pole	274	LGUM_274	201,421	\$ 18.26	\$ 3,677,947	\$	19.08	\$ 3,843,113
Coach Acorn, 16000 Lumen, Fixture and Decorative Smooth Pole	277	LGUM_277	27,557	\$ 23.11	\$ 636,842	\$	23.70	\$ 653,101
Contemporary, 120000 Lumen, Fixture Only	279	LGUM_279	115	\$ 45.11	\$ 5,188	\$	45.11	\$ 5,188
Contemporary, 120000 Lumen, Fixture and Decorative Smooth Pole	278	LGUM_278	160	\$ 76.24	\$ 12,198	\$	76.24	\$ 12,198
Acorn, 9500 Lumen, Bronze Decorative Pole	417	LGUM_417	523	\$ 24.75	\$ 12,944	\$	25.38	\$ 13,274
Acorn, 16000 Lumen, Bronze Decorative Pole	419	LGUM_419	1,362	\$ 26.30	\$ 35,821	\$	26.97	\$ 36,733
Victorian, 5800 Lumen, Fixture Only	280	LGUM_280	545	\$ 20.41	\$ 11,123	\$	21.33	\$ 11,625
Victorian, 9500 Lumen, Fixture Only	281	LGUM_281	2,895	\$ 21.42	\$ 62,011	\$	22.38	\$ 64,790
London, 5800 Lumen, Fixture Only	282	LGUM_282	1,253	\$ 20.56	\$ 25,762	\$	21.49	\$ 26,927
London, 9500 Lumen, Fixture Only	283	_ LGUM_283	968	\$ 21.89	\$ 21,190			\$ 22,148

### LOUISVILLE GAS AND ELECTRIC COMPANY Case No. 2016-00371

DATA:	_ BASE F	PERIOD	X	FORECAST PERIOD	
TYPE OF FII	LING:	X ORIG	SINAL	UPDATED	REVISED
<b>WORK PAP</b>	ER REFE	RENCE N	O(S):		

							Calculated			Calculated
	Rate	Existing	Total	Present			Revenue at	:	Stipulated	Revenue at
	Code	Bill Code	Lights		Rates	Present Rates			Rates	Stipulated Rates
RESTRICTED LIGHTING SERVICE, Sheet 36.2										
High Pressure Sodium										
London, 5800 Lumen, Fixture and Pole	426	LGUM_426	421	\$	34.26	\$	14,423	\$	35.13	\$ 14,790
London, 9500 Lumen, Fixture and Pole	428	LGUM_428	3,276	\$	35.17	\$	115,217	\$	36.07	\$ 118,165
Victorian, 5800 Lumen, Fixture and Pole	430	LGUM_430	156	\$	33.30	\$	5,195	\$	34.15	\$ 5,327
Victorian, 9500 Lumen, Fixture and Pole	432	LGUM_432	117	\$	35.41	\$	4,143	\$	36.31	\$ 4,248
Victorian/London Bases										
Old Town	950	LE_950Base	904	\$	3.47	\$	3,137	\$	3.63	\$ 3,282
Chesapeake	951	LE_951Base	2,336	\$	3.73	\$	8,714	\$	3.83	\$ 8,947
Victorian/London Bases (LS Sheet No. 35.1)	956	LE_956Base	2,873	\$	3.56	\$	10,228	\$	3.72	\$ 10,688
Poles										
Smooth 10' Pole	901	LE_901Pole	1,860	\$	10.82	\$	20,126	\$	10.82	\$ 20,125
Fluted 10' Pole	902	LE_902Pole	3,301	\$	12.91	\$	42,617	\$	12.91	\$ 42,616
Mercury Vapor										
Cobra Head, 8000 Lumen, Fixture with Pole	318	LGUM_318	592	\$	18.09	\$	10,709	\$	18.55	\$ 10,982
Cobra Head, 13000 Lumen, Fixture with Pole	314	LGUM_314	5,664	\$	19.93	\$	112,884	\$	20.44	\$ 115,772
Cobra Head, 25000 Lumen, Fixture with Pole	315	LGUM_315	5,651	\$	23.85	\$	134,776	\$	24.46	\$ 138,223
Cobra Head, 25000 Lumen, State of Ky Pole	347	LGUM_347	-	\$	23.84	\$	-			
Coach, 4000 Lumen, Fixture with Pole	206	LGUM_206	876	\$	13.08	\$	11,458	\$	13.41	\$ 11,747
Coach, 8000 Lumen, Fixture with Pole	208	LGUM_208	16,204	\$	14.91	\$	241,602	\$	15.29	\$ 247,759

#### Case No. 2016-00371

DATA:	_ BASE PI	RIOD>	(	FORECAST PERIOD	
TYPE OF FIL	ING:X	ORIGIN	ΑL	UPDATED	REVISED
<b>WORK PAPI</b>	ER REFER	ENCE NO(	S):		

					Calculated			Calculated
	Rate	Existing	Total	Present	Revenue at	S <sup>.</sup>	tipulated	Revenue at
	Code	Bill Code	Lights	Rates	Present Rates		Rates	Stipulated Rates
RESTRICTED LIGHTING SERVICE, Sheet 36.2								
Metal Halide								
Contemporary Fixture only, 12000 Lumen (MOVED FROM LS)	479	LGUM_479	-			\$	15.46	\$ -
Contemporary Fixture with Pole, 12000 Lumen (MOVED FROM LS)	480	LGUM_480	239			\$	25.97	\$ 6,207
Contemporary Fixture only, 107800 Lumen (MOVED FROM LS)	483	LGUM_483	38			\$	45.01	\$ 1,710
Contemporary Fixture with Pole, 107800 Lumen (MOVED FROM LS)	484	LGUM_484	282			\$	56.16	\$ 15,837
Incandescent								
Continental Jr., 1500 Lumen, Fixture and Decorative Smooth Pole	349	LGUM_349	198	\$ 9.57	\$ 1,89	95 \$	9.57	\$ 1,895
Continental Jr., 6000 Lumen, Fixture and Decorative Smooth Pole	348	LGUM_348	455	\$ 13.93	\$ 6,3	38 \$	13.93	\$ 6,338

## LOUISVILLE GAS AND ELECTRIC COMPANY Case No. 2016-00371 Calculation of Proposed Electric Rate Increase for the Twelve Months Ended June 30, 2018

for the Twelve Months Ended June 30, 2018

Electric Operations

DATA:	_ BASE PEF	RIODX	FORECAST PERIOD		
TYPE OF FIL	.ING:X_	ORIGINAL	UPDATED	REVISED	
WORK PAP	ER REFERE	NCE NO(S):			

	Revenue at Current Rates			Revenue at oulated Rates
Total Revenue	\$	19,505,301	\$	19,909,184
Total Calculated at Base Rates Correction Factor	\$	19,505,301 1.00000000	\$	19,909,184 1.00000000
Total After Application of Correction Factor	\$	19,505,301	\$	19,909,184
Adjustment to Reflect Removal of Base ECR Revenues	\$	(1,364,134)	\$	(1,364,134)
Total Base Revenues Net of ECR	\$	18,141,167	\$	18,545,050
FAC Mechanism Revenue DSM Mechanism Revenue ECR Mechanism Revenue OSS Mechanism Revenue ECR Base Revenue	\$ \$ \$ \$	(387,056) - 4,280,816 (9,736) 1,364,134	\$ \$ \$ \$	(387,056) - 4,280,816 (9,736) 1,364,134
Total Base Revenues Inclusive of Base ECR	\$	23,389,325	\$	23,793,208
Proposed Increase			\$	403,883 1.73%

		Rate P	-12 Public School - Po	wer	Service Sec	ondary				
						esent			osed	
	Bills	kW	kWh		I	PS		Í	PS	
Basic Service Charge	1476			\$	90.00	\$	132,840	\$ 90.00	\$	132,840
Energy			128,084,894	\$	0.04071	\$	5,214,336	\$ 0.04071	\$	5,214,336
Summer kW		213,404		\$	18.40	\$	3,926,634	\$ 16.73	\$	3,570,249
Winter kW		246,626		\$	15.99	\$	3,943,550	\$ 14.53	\$	3,583,476
Total						\$	13,217,359		\$	12,500,901
Stipulated Increase (Dec Percentage Increase (De									\$	(716,459 -5.42%
		Rate	P-12 Public School - Ti	me	of Day Seco	ndary				
	Bills	kW	kWh			esent ODS		Proposed TODS		
Basic Service Charge	60			\$	200.00	\$	12,000	\$ 200.00	\$	12,000
Energy			6,358,039	\$	0.04049	\$	257,437	\$ 0.04049	\$	257,437
Base kW		22,347		\$	4.60	\$	102,796	\$ 4.13	\$	92,293
Inter kW		21,798		\$	5.10	\$	111,170	\$ 4.64	\$	101,143
Peak kW		21,445		\$	6.74	\$	144,539	\$ 6.13	\$	131,458
Total						\$	627,942.30		\$	594,330.68
Stipulated Increase (Dec Percentage Increase (De									\$	(33,612) -5.35%
ECR							(691,100)			(691,100
Total Both Classes						Ś	13,154,202.00		\$	12,404,131.74
						Y	13,13 1,202.00		\$	
		Source: Undated	I RLW Exhibit 4 from \	Willh	nite Supplen	nental	Testimony			

# **Stipulation Exhibit 6 LG&E Gas Revenue Allocation and Rates**

#### Louisville Gas and Electric Company Case No. 2016-00371

#### Summary of Proposed Gas Revenue Increase Forecast Period Sales for the Twelve Months Ended June 30, 2018 Gas Operations

DATA: \_\_\_ BASE PERIOD \_X\_ FORECAST PERIOD

TYPE OF FILING: \_X\_ ORIGINAL \_\_\_ UPDATED \_\_\_ REVISED

WORK PAPER REFERENCE NO(S):

EXHIBIT 6

PAGE 1 OF 9

Rate Class		Base Rate Revenue	GLT Revenue	GSC Revenue	DSM Revenue		Total Current Revenue	Stipulated Increase	Percentage Change
Residential Gas Service - Rate RGS	\$	104,011,081	\$ 23,222,068	\$ 84,917,418	\$ 2,013,224	\$	214,163,791	\$ 5,215,642	2.44%
Commercial Gas Service - Rate CGS	\$	35,389,889	\$ 9,960,508	\$ 43,699,222	\$ 1,178,152	\$	90,227,772	\$ 2,197,563	2.44%
Industrial Gas Service - Rate IGS	\$	4,572,367	\$ 1,001,477	\$ 6,139,166	\$ -	\$	11,713,011	\$ (5)	0.00%
Distributed Generation Gas Service - Rate DGGS	\$	7,010	\$ -	\$ 30	\$ 1	\$	7,041	\$ 1,288	18.29%
As-Available Gas Service - Rate AAGS	\$	311,227	\$ 250,361	\$ 504,944	\$ 10,395	\$	1,076,927	\$ (71,561)	-6.64%
Firm Transportation Service (Non-Standby) Rate FT	\$	5,841,335	\$ -	\$ -	\$ 1,930,120	\$	7,771,455	\$ 188,402	2.44%
Special Contract - Intra-Company Sales	\$	2,291,783	\$ -	\$ 630,517	\$ -	\$	2,922,301	\$ (70,922)	-2.43%
Substitute Gas Sales Service	\$	8,547	\$ 546	\$ 10,100	\$ 16	\$	19,209	\$ 39,639	206.35%
Subtotal Sales to Ultimate Consumers and Inter-Company	\$	152,433,240	\$ 34,434,962	\$ 135,901,398	\$ 5,131,908	\$	327,901,507	\$ 7,500,047	2.29%
LPC Miscellaneous Revenue	\$ \$	1,168,995 477,465				\$ \$	1,168,995 477,465		
Total Sales to Ultimate Consumers and Inter-Company		154,079,700	\$ 34,434,962	\$ 135,901,398	\$ 5,131,908	\$	329,547,967	\$ 7,500,047	2.28%

DATA: \_\_\_\_BASE PERIOD \_X\_\_ FORECAST PERIOD
TYPE OF FILING: \_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED
WORK PAPER REFERENCE NO(S):

EXHIBIT 6 Page 2 of 9

						Calculated	Stipulated Rates			
Rate Class	Customer Months	MCF	Off-Peak MCF		Present Rates	Revenue @ Present Rates		Unit Charges		Calculated Revenue
RATE RGS:										
Residential Gas Service Rate RGS Customers for the 12-Month Period	3,556,511			\$	13.50 \$	48,012,899	\$	16.35	\$	58,148,955
Distribution Charge		19,516,322		\$	2.8693 \$	55,998,182	\$	3.6551	\$	71,334,108
Subtotal					\$	104,011,081			\$	129,483,063
Correction Factor					1.000000			1.000000		
Subtotal after application of Correction Factor					\$	104,011,081			\$	129,483,063
Gas Supply Clause Demand-Side Management Gas Line Tracker					\$ \$ \$	84,917,418 2,013,224 23,222,068			\$ \$ \$	84,917,418 2,013,224 2,965,728
Total Rate RGS					\$	214,163,791		=	\$	219,379,433
Proposed Increase in Revenue									\$	5,215,642 2.44%

DATA: \_\_\_BASE PERIOD \_X\_ FORECAST PERIOD
TYPE OF FILING: \_X\_ ORIGINAL \_\_\_ UPDATED \_\_\_ REVISED
WORK PAPER REFERENCE NO(S):

EXHIBIT 6 Page 3 of 9

					Calculated	Stipulated Rates			
Rate Class	Customer Months	MCF	Off-Peak MCF	Present Rates		Revenue @ Present Rates		Unit Charges	Calculated Revenue
RATE CGS:									
Firm Commercial Gas Service Rate CGS									
Customers for the 12-Month Period (Customer on Ne		as been removed)							
Customer Charges (meters < 5000 cfh)	287,391			\$ 40.00		11,495,640	\$	60.00 \$	
Customer Charges (meters 5000 cfh or >)	11,957			\$ 180.00	\$	2,152,260	\$	285.00 \$	3,407,745
Distribution Charge									
On Peak Mcf		10,030,583		\$ 2.1504	\$	21,569,765	\$	2.5335 \$	25,412,481
Off Peak Mcf			104,353	\$ 1.6504	\$	172,224	\$	2.0335 \$	212,202
Subtotal					\$	35,389,889		\$	46,275,888
Subtotal					Ψ	33,307,007		Ψ	40,275,000
Correction Factor				1.000000				1.000000	
Subtotal after application of Correction Factor				:	\$	35,389,889		\$	46,275,888
Gas Transporation Service Rider TS-2 to Rate CGS									
Administrative Charges	0			\$ 550.00	\$	Ξ	\$	550.00 \$	=
Distribution Charge									
On Peak Mcf		0		\$ 2.1504		-	\$	2.5335 \$	
Off Peak Mcf			0	\$ 1.6504	\$	-	\$	2.0335 \$	=
Subtotal				:	\$	-		\$	-
Gas Supply Clause				:	\$	43,699,222		\$	43,699,222
Demand-Side Management				:	\$	1,178,152		\$	1,178,152
Gas Line Tracker				:	\$	9,960,508		\$	1,272,072
Total Rate CGS				<u>_:</u>	\$	90,227,772		<u>.</u> \$	92,425,334
Proposed Increase in Revenue								\$	2,197,563 2.44%

DATA: \_\_\_\_BASE PERIOD \_\_X\_\_ FORECAST PERIOD TYPE OF FILING: \_\_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED WORK PAPER REFERENCE NO(S):

EXHIBIT 6 Page 4 of 9

							Calculated		Stipulated	Rates
Rate Class	Customer Months	MCF	Off-Peak MCF		Present Rates		Revenue @ Present Rates		Unit Charges	Calculated Revenue
RATE IGS:										
Firm Industrial Gas Service Rate IGS Customers for the 12-Month Period										
Customer Charges (meters < 5000 cfh)	1,761			\$	40.00	\$	70,440	\$	165.00 \$	290,565
Customer Charges (meters 5000 cfh or >)	1,377			\$	180.00	\$	247,860	\$	750.00 \$	1,032,750
Distribution Charge										
On Peak Mcf		1,310,941	.== 0	\$	2.2779		2,986,193	\$	2.1929 \$	2,874,763
Off Peak Mcf			177,865	\$	1.7779	\$	316,226	\$	1.6929 \$	301,107
Subtotal						\$	3,620,719		\$	4,499,186
Correction Factor					1.000000				1.000000	
Subtotal after application of Correction Factor						\$	3,620,719		\$	4,499,185
Gas Transporation Service Rider TS-2 to Rate IGS										
Administrative Charges	60			\$	550.00	\$	33,000	\$	550.00 \$	33,000
Customer Charges (meters 5000 cfh or >)	60			\$	180.00	\$	10,800	\$	750.00 \$	45,000
Distribution Charge										
On Peak Mcf Off Peak Mcf		176,687	283,240	\$ \$	2.2779 1.7779		402,475	\$ \$	2.1929 \$ 1.6929 \$	387,457
Оп Реак мст			283,240	3	1.///9	Э	503,573	э	1.6929 \$	479,498
Subtotal							949,848			944,954
Correction Factor					1.000000				1.000000	
Subtotal after application of Correction Factor							949,848			944,954
Gas Supply Clause						\$	6,139,166		\$	6,139,166
Gas Line Tracker						\$	1,001,477		\$	127,900
Total Rate IGS						\$	11,711,211		\$	11,711,206
Proposed Increase in Revenue									\$	(5)
Rider PS-TS-2										0.00%
Pool Manager Fee	24			\$	75.00		1,800.00	\$	75.00 \$	1,800
<b>Total Pooling Service</b>						\$	1,800		<u>\$</u>	1,800
Proposed Increase in Revenue									\$	-
										0.00%

DATA: \_\_\_\_BASE PERIOD \_X\_\_ FORECAST PERIOD TYPE OF FILING: \_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED WORK PAPER REFERENCE NO(S):

EXHIBIT 6 Page 5 of 9

						Calculated		Stipula	ted Ra	ntes
Rate Class	Customer Months	MCF	Off-Peak MCF	Present Rates		Revenue @ Present Rates		Unit Charges		Calculated Revenue
RATE AAGS:										
As Available Gas Service Rate AAGS										
Customers for the 12-Month Period Customer Charge	48		\$	400.00	\$	19,200	\$	500.00	\$	24,000
Distribution Charge		128,433	\$	0.7009	\$	90,019	\$	1.0644	\$	136,704
Subtotal					\$	109,219			\$	160,704
Correction Factor				1.000000				1.000000		
Subtotal after application of Correction Factor					\$	109,219			\$	160,704
Gas Transporation Service Rider TS-2 to Rate AAGS										
Customer Charge Administrative Charge	24 24		\$ \$	400.00 550.00		9,600 13,200	\$ \$	500.00 550.00		12,000 13,200
Distribution Charge		255,683	\$	0.7009	\$	179,208	\$	1.0644	\$	272,149
Subtotal					\$	202,008			\$	297,349
Correction Factor				1.000000				1.000000		
Subtotal after application of Correction Factor					\$	202,008			\$	297,349
Gas Supply Clause					\$	504,944			\$	504,944
Demand-Side Management Gas Line Tracker					\$ \$	10,395 250,361			\$ \$	10,395 31,974
Total Rate AAGS				_	\$	1,076,927			\$	1,005,366
Proposed Increase in Revenue									\$	(71,561) -6.64%

DATA: \_\_\_\_BASE PERIOD \_X\_\_ FORECAST PERIOD TYPE OF FILING: \_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED WORK PAPER REFERENCE NO(S):

EXHIBIT 6 Page 6 of 9

					Calculated	 Stipula	ted R	ates
Rate Class	Customer Months	MCF	Off-Peak MCF	Present Rates	Revenue @ Present Rates	Unit Charges		Calculated Revenue
RATE FT:								
Firm Transportation Service (Non-Standby) Rate FT								
Administrative Charges	876			\$ 550.00	\$ 481,800	\$ 550.00	\$	481,800
Distribution Charge		12,313,888		\$ 0.4302	\$ 5,297,435	\$ 0.4455	\$	5,485,837
Subtotal					\$ 5,779,235		\$	5,967,637
Correction Factor				1.000000		1.000000		
Subtotal after application of Correction Factor					\$ 5,779,235		\$	5,967,637
Demand-Side Management					\$ 1,930,120		\$	1,930,120
Total Rate FT					\$ 7,709,355		\$	7,897,758
Proposed Increase in Revenue							\$	188,402 2.44%
Rider PS-FT								
Pooling Service Rate FT Administrative Charges	828			\$ 75.00	\$ 62,100	\$ 75.00	\$	62,100
Correction Factor				1.000000		1.000000		
<b>Total Pooling Service</b>					\$ 62,100		\$	62,100
Proposed Increase in Revenue							\$	0.00%

DATA: \_\_\_\_BASE PERIOD \_X\_\_ FORECAST PERIOD TYPE OF FILING: \_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED WORK PAPER REFERENCE NO(S):

EXHIBIT 6 Page 7 of 9

						Calculated	 Stipula	ted R	ates
Rate Class	Customer Months	MCF	Off-Peak MCF		resent Rates	Revenue @ Present Rates	Unit Charges		Calculated Revenue
INTRA-COMPANY SPECIAL CONTRACTS									
Intra-Company Special Contract - Sales Customer Customers for the 12-Month Period	12		\$	18	80.00 \$	2,160	\$ 750.00	\$	9,000
Distribution Charge		154,580	\$	0.3	3290 \$	51,460	\$ 0.29920	\$	46,250
Demand Charge		198,720	\$	11.	2629 \$	2,238,163	\$ 10.8978	\$	2,165,611
Subtotal					\$	2,291,783		\$	2,220,861
Correction Factor				1.00	00000		1.000000		
Subtotal after application of Correction Factor					\$	2,291,783		\$	2,220,861
Gas Supply Clause					\$	630,517		\$	630,517
Total Intra-Company Special Contract - Sales Custo	omer				\$	2,922,301		\$	2,851,379
Proposed Increase in Revenue								\$	(70,922) -2.43%

DATA: \_\_\_\_BASE PERIOD \_X\_\_ FORECAST PERIOD TYPE OF FILING: \_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED WORK PAPER REFERENCE NO(S):

EXHIBIT 6 Page 8 of 9

						Calculated	Stipula	ited R	ates
Rate Class	Customer Months	MCF	Off-Peak MCF	Present Rates		Revenue @ Present Rates	Unit Charges		Calculated Revenue
RATE DGGS									
Distributed Generation Gas Service Customer Charges Customer Charges (meters < 5000 cfh)	12			\$ 40.00		480	\$ 165.00		1,980
Customer Charges (meters 5000 cfh or >)	0			\$ 180.00	\$	=	\$ 750.00	\$	=
Distribution Charge		7.2		\$ 0.3329	\$	2	\$ 0.2992	\$	2
Demand Charge		579.6		\$ 11.2630	\$	6,528	\$ 10.8978	\$	6,316
Subtotal					\$	7,010		\$	8,299
Correction Factor				1.000000			1.000000		
Subtotal after application of Correction Factor					\$	7,010		\$	8,299
Gas Supply Clause Demand-Side Management					\$ \$	30 1		\$ \$	30 1
					\$	7,041		\$	8,329
Proposed Increase in Revenue								\$	1,288 18.29%

DATA: \_\_\_\_BASE PERIOD \_X\_\_ FORECAST PERIOD TYPE OF FILING: \_X\_\_ ORIGINAL \_\_\_\_ UPDATED \_\_\_\_ REVISED WORK PAPER REFERENCE NO(S):

EXHIBIT 6 Page 9 of 9

						Calculated	 Stipula	ted F	tates
Rate Class	Customer Months	MCF	Off-Peak MCF	Present Rates		Revenue @ Present Rates	Unit Charges		Calculated Revenue
RATE SGSS - NEW PROPOSED RATE (Currently has one former CGS customer) Substitute Gas Sales Service Customer Charges	12			\$ 180.00	\$	2,160	\$ 285.00	\$	3,420
Distribution Charge On Peak Mcf		2,970.2		\$ 2.1504	\$	6,387	\$ 0.3633	\$	1,079
Demand Charge		7,303.2			\$	=	\$ 6.0472	\$	44,164
Subtotal					\$	8,547		\$	48,663
Correction Factor				1.000000			1.000000		
Subtotal after application of Correction Factor					\$	8,547		\$	48,663
Gas Supply Clause Demand-Side Management Gas Line Tracker					\$ \$ \$	10,100 16 546		\$ \$ \$	10,100 16 70
					\$	19,209		\$	58,848
Proposed Increase in Revenue								\$	39,639 206.35%

# **Stipulation Exhibit 7 KU Tariffs**

P.S.C. No. 18 Canceling P.S.C. No. 17

### **Kentucky Utilities Company**

One Quality Street Lexington, Kentucky www.lge-ku.com

Rates, Terms and Conditions for Furnishing

### **ELECTRIC SERVICE**

In seventy-seven counties in the Commonwealth of Kentucky as depicted on territorial maps as filed with the

## **PUBLIC SERVICE COMMISSION OF KENTUCKY**

DATE OF ISSUE: XXXX, 2017 Deleted: November 23, 2016

DATE EFFECTIVE: July 1, 2017

Deleted: January 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 1

#### **GENERAL INDEX** Standard Electric Rate Schedules – Terms and Conditions

<u>Title</u>		Sheet <u>Number</u>	
General Index		1	
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/s/ Robert M. Conroy, Vice President State Regulation and Rates Lexington, Kentucky

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#### P.S.C. No. 18, Original Sheet No. 1.1

#### **GENERAL INDEX** Standard Electric Rate Schedules – Terms and Conditions

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/s/ Robert M. Conroy, Vice President State Regulation and Rates Lexington, Kentucky **ISSUED BY:** 

P.S.C. No. 18, Original Sheet No. 5

Standard Rate

#### RS **RESIDENTIAL SERVICE**

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available for single-phase secondary delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff. Three phase service under this rate schedule is restricted to those customers being billed on this rate schedule as of July 1, 2004.

RATE

Basic Service Charge per month:

\$11.50

T/1 -

<u>T/l</u> -

Deleted: 22.00

Plus an Energy Charge per kWh:

\$ 0.09163

**Deleted:** Infrastructure . Variable . Total¶ . \$0.05015 . \$0.03508 . \$0.08523

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92

#### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Standard Rate

#### RTOD-Energy Residential Time-of-Day Energy Service

#### **APPLICABLE**

In the territory served.

#### **AVAILABILITY OF SERVICE**

RTOD-Energy shall be available as an option to customers otherwise served under rate schedule RS.

- Service under this rate schedule is limited to a maximum of five hundred (500) customers taking service on RTOD-Energy and RTOD-Demand combined that are eligible for Rate RS. Company will accept customers on a first-come-first-served basis.
- 2) This service is also available to customers on rate schedule GS (where the GS service is used in conjunction with an RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
  - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises,
  - b) natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises.
- 3) A customer electing to take service under this rate schedule who subsequently elects to take service under the standard Rate RS may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

RATE

Basic Service Charge per month:

\$11.50

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Plus an Energy Charge per kWh:

Off-Peak Hours: On-Peak Hours:

\$\_0.06013<sub>e</sub> \$\_0.27646 T/I\_

Т

#### ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92

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State Regulation and Rates Lexington, Kentucky

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 6.1

Т

Standard Rate

RTOD-Energy Residential Time-of-Day Energy Service

#### **DETERMINATION OF PRICING PERIODS**

Pricing periods are established in Eastern Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for the price levels are as follows:

#### Summer Months of April through October

 Off-Peak
 On-Peak

 Weekdays
 5 PM – 1 PM
 1 PM - 5 PM

 Weekends
 All Hours

#### All Other Months of November continuously through March

 Off-Peak
 On-Peak

 Weekdays
 11 AM - 7 AM
 7 AM - 11 AM

 Weekends
 All Hours

#### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

#### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional residential rate will not be eligible for Company's Budget Payment Plan. Company shall install metering equipment capable of accommodating the Time of Use rate described herein.

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Standard Rate

## RTOD-Demand Residential Time-of-Day Demand Service

#### **APPLICABLE**

In the territory served.

#### **AVAILABILITY OF SERVICE**

RTOD-Demand shall be available as an option to customers otherwise served under rate schedule RS.

- Service under this rate schedule is limited to a maximum of five hundred (500) customers taking service on RTOD-Demand and RTOD-Energy combined that are eligible for Rate RS. Company will accept customers on a first-come-first-served basis.
- 2) This service is also available to customers on rate schedule GS (where the GS service is used in conjunction with an RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
  - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises,
  - natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises.
- 3) A customer electing to take service under this rate schedule who subsequently elects to take service under the standard Rate RS may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

RATE

KAIL			
Basic Service Charge per month:	\$ <u>11.50,</u>		
Plus an Energy Charge per kWh:	\$ <u>0.04579</u>		
Plus a Demand Charge per kW: Base Hours:	\$ 3.44	T T/R	

## Peak Hours: ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

\$ 7.87

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 7.1

**Standard Rate** 

## RTOD-Demand Residential Time-of-Day Demand Service

#### **DETERMINATION OF PRICING PERIODS**

Pricing periods are established in Eastern Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for the price levels are as follows:

#### Summer Months of April through October

	Base	Peak	٦
Weekdays	All Hours	1 PM - 5 PM	٦
Weekends	All Hours		
All Other Month	s of November continu	ously through March	
	Base	Peak	Т
Weekdays	All Hours	7 AM – 11 AM	Т
Weekends	All Hours		

#### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.

#### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional residential rate will not be eligible for Company's Budget Payment Plan. Company shall install metering equipment capable of accommodating the Time of Use rate described herein.

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P.S.C. No. 18, Original Sheet No. 9

#### Standard Rate

#### VFD

#### **VOLUNTEER FIRE DEPARTMENT SERVICE**

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available for single-phase delivery, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. Service under this rate schedule is at the option of the customer with the customer determining whether service will be provided under this schedule or any other schedule applicable to this load.

#### DEFINITION

To be eligible for this rate a volunteer fire department is defined as:

- 1) having at least 12 members and a chief;
- having at least one firefighting apparatus; and
- half the members must be volunteers.

#### **RATE**

Basic Service Charge per month:

\$11.50

Т

Plus an Energy Charge per kWh:

\$ 0.09163 T/I\_ -

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#### ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

#### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

#### DUF DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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/s/ Robert M. Conroy, Vice President

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Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 10

#### Standard Rate

#### GS GENERAL SERVICE RATE

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

To general lighting and small power loads for secondary service.

Service under this schedule will be limited to customers whose 12-month-average monthly maximum loads do not exceed 50 kW. Existing customers with 12-month-average maximum monthly loads exceeding 50 kW who are receiving service under P.S.C. 13, Fourth Revision of Original Sheet No. 10 as of February 6, 2009, will continue to be served under this rate at their option. If Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule unless and until Customer meets the Availability requirements that would apply to a new customer.

#### RATE

Basic Service Charge per month:

\$31.50 single-phase service \$50.40 three-phase service T/I T/I

Plus an Energy Charge per kWh:

\$ 0.10465

**Deleted:** Infrastructure . Variable . Total¶ . \$0.07137 . \$0.03548 . \$0.10685

#### ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause
Off-System Sales Adjustment Clause
Demand-Side Management Cost Recovery Mechanism
Environmental Cost Recovery Surcharge
Franchise Fee Rider
Sheet No. 87
Sheet No. 87
Sheet No. 90
School Tax
Sheet No. 91

#### **DETERMINATION OF LOAD**

Service hereunder will be metered except when, by mutual agreement of Company and Customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.

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P.S.C. No. 18, Original Sheet No. 10.1

Standard Rate

#### GS GENERAL SERVICE RATE

#### **DETERMINATION OF MAXIMUM LOAD**

If Company determines based on Customer's usage history that Customer may be exceeding the maximum load permitted under Rate GS, Company may, at its discretion, equip Customer with a meter capable of measuring demand to determine Customer's continuing eligibility for Rate GS. If Customer is equipped with a demand-measuring meter, Customer's load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.

#### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 12

Standard Rate

## AES ALL ELECTRIC SCHOOL

#### APPLICABLE

In all territory served.

#### **AVAILABILITY OF SERVICE**

Service under this rate is available for secondary and primary service to:

- (1) a complex of school buildings on a central campus;
- (2) an individual school building; or
- (3) an addition to an existing school building.

School buildings, as referred to herein, shall be defined as buildings used as classrooms, laboratories, gymnasiums, libraries, cafeterias, school related offices or for other bona fide school purposes by duly constituted school authorities of Kentucky. Served electrically by Kentucky Utilities Company, such energy requirements include, but are not limited to, lighting, heating, cooling, and water heating. School buildings not receiving every energy requirement electrically shall be separately metered from the above defined service and served under the applicable rate. Other fuels may be used as incidental to and for instructional laboratory and other miscellaneous purposes without affecting the availability of this rate.

At those locations where the school owns its distribution system and makes the service connections to the various buildings and/or load centers, Company shall be given the option of providing service by use of the existing Customer-owned distribution system, or of constructing its own facilities in accordance with the Company's Overhead Construction Standards. In any event, Company's investment in the facilities it provides may be limited to an amount not exceeding twice the estimated annual revenue from Customer's service. Should Company's investment in the facilities required to provide service to Customer exceed twice the revenue anticipated from the service to Customer and at Customer's option, Customer may make a contribution for the difference in the investment required in facilities necessary to provide service and twice the anticipated revenue, so as to receive service under this schedule.

This Rate Schedule is not available to privately operated kindergartens or daycare centers and is restricted to those customers who were qualified for and being served on Rate AES as of July 1, 2011. Because this rate schedule is closed to new customers, if Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule.

#### RATE

Basic Service Charge per meter per month: \$ 85.00 single-phase service T/I \$140.00 three-phase service T/I

Plus an Energy Charge per kWh: \$0.08333

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\$0.04996 . \$0.03523 . \$0.08519

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State Regulation and Rates

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 12.1

#### **Standard Rate**

#### **AES** ALL ELECTRIC SCHOOL

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

#### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

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/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 15

Standard Rate

PS POWER SERVICE

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rate schedule is available for secondary or primary service.

Service under this schedule will be limited to customers whose 12-month-average monthly minimum secondary loads exceed 50 kW and whose 12-month-average monthly maximum loads do not exceed 250 kW. Secondary or primary customers receiving service under PSC 13, Fourth Revision of Original Sheet No. 20, Large Power Service, or Fourth Revision of Original Sheet No. 30, Mine Power Service, as of February 6, 2009, with loads not meeting these criteria will continue to be served under this rate at their option. If Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule unless and until Customer meets the Availability requirements that would apply to a new customer.

expected load on the system or on facilities specified by Customer.

RATE Basic Service Charge per month:	Secondary \$90.00	Primary \$240.00	ı	
Basic Service Charge per month.	φ90.00	φ240.00	•	
Plus an Energy Charge per kWh:	\$ 0.03571,	\$_0.03472	_T/R -{	Deleted: 0.03572
Plus a Demand Charge per kW: Summer Rate:			Т	
(Five Billing Periods of May through September)	\$20.17,	\$ <u>20.35</u> ,		Deleted: 20.71
Winter Rate: (All other months)	\$17.95	\$ 18.16,		Deleted: 20.78
(All other months)	Ψ <u>17.93</u> ,	Ψ_ <u>10.10</u>	· <del>- </del>	Deleted: 18.43
Where the monthly billing demand is the greater of:			1	Deleted: 18.54
<ul> <li>a) the maximum measured load in the current secondary service or 25 kW for primary serv</li> </ul>	0 1	t not less than 50 kW for		
<li>a minimum of 50% of the highest measu monthly billing periods, or</li>		e preceding eleven (11)	Т	
c) if applicable, a minimum of 60% of the co	ntract capacity	based on the maximum	Т	

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State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 15.1

#### Standard Rate

#### PS **POWER SERVICE**

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.

Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent of the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD).

Adjusted Maximum kW Load for Billing Purposes = Maximum kW Load Measured X 90% Power Factor (in percent)

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

#### **TERM OF CONTRACT**

Contracts under this rate shall be for an initial term of one (1) year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. No. 18, Original Sheet No. 20

Standard Rate

## TODS TIME-OF-DAY SECONDARY SERVICE

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is available for secondary service. Service under this schedule will be limited to customers whose 12-month-average monthly minimum loads exceed 250 kW and whose 12-month-average monthly maximum loads do not exceed 5,000 kW.

#### RATE

Basic Service Charge per month:

\$200.00

Plus an Energy Charge per kWh:

\$ 0.03528

Plus a Maximum Load Charge per kW:

Peak Demand Period:

\$ <u>7.79,</u> \$ 6.11

.79, 11 T/I

Deleted: 7.81

Intermediate Demand Period: Base Demand Period:

\$ <u>2.73</u>,

T/I T/R\_ -

Т

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Where

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kW, or
- b) the highest measured load in the preceding eleven (11) monthly billing periods, or
- the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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P.S.C. No. 18, Original Sheet No. 20.1

Standard Rate

## TODS TIME-OF-DAY SECONDARY SERVICE

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month. Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent, at the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD)

Adjusted Maximum kW Load for Billing Purposes = Maximum kW Load Measured x 90% Power Factor (in percent)

#### **RATING PERIODS**

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

#### Summer peak months of May through September

	Base	<u>Intermediate</u>	Peak
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

#### All other months of October continuously through April

	Base	Intermediate	Peak
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

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Deleted: November 23, 2016

P.S.C. No. 18, Original Sheet No. 20.2

Standard Rate

## TODS TIME-OF-DAY SECONDARY SERVICE

#### **TERM OF CONTRACT**

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. No. 18, Original Sheet No. 22

#### Standard Rate

#### TODP TIME-OF-DAY PRIMARY SERVICE

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is available for primary service to any customer: (1) who has a 12-month-average monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator.

#### **RATE**

Basic Service Charge per month:

\$330.00

Plus an Energy Charge per kWh:

0.03432

Deleted: 0.03433

Plus a Maximum Load Charge per kVA: Peak Demand Period: Intermediate Demand Period:

T/I

Deleted: 6.83 Deleted: 5.34

Base Demand Period:

T/R

ı

T

Deleted: 2.92

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- a minimum of 50% of the highest measured load in the preceding eleven (11) monthly T billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kVA, or
- b) the highest measured load in the preceding eleven (11) monthly billing periods, or

the contract capacity based on the maximum load expected on the system or on facilities T specified by Customer.

#### **ADJUSTMENT CLAUSES**

- . . . .

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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**ISSUED BY:** /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 22.1

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Т

Standard Rate

## TODP TIME-OF-DAY PRIMARY SERVICE

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.

Customers who own and operate onsite generation of 1 MW or larger that is not for emergency backup will be provided a 60-minute exemption from measuring load for billing purposes following a Company-system fault, but not a Company energy spike, a fault on a customer's system, or other causes or events that result in the customer's generation coming offline. The 60-minute exemption will begin after Company's SCADA system indicates service has been restored.

#### **RATING PERIODS**

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

#### Summer peak months of May through September

 Base
 Intermediate
 Peak

 Weekdays
 All Hours
 10 A.M. – 10 P.M.
 1 P.M. – 7 P.M.

 Weekends
 All Hours

#### All other months of October continuously through April

 Base
 Intermediate
 Peak

 Weekdays
 All Hours
 6 A.M. – 10 P.M.
 6 A.M. – 12 Noon

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

#### **TERM OF CONTRACT**

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

#### TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. No. 18, Original Sheet No. 25

#### Standard Rate

## RTS RETAIL TRANSMISSION SERVICE

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is available for transmission service to any customer: (1) who has a 12-month-average monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator.

#### RATE

RATE Basic Service Charge per month:	\$ <u>1,</u>	500.00,	<u> </u>	Deleted: 1,400.00
Plus an Energy Charge per kWh:	\$	0.03355,	<u>T/R</u> -{	Deleted: 0.03363
Plus a Maximum Load Charge per kVA: Peak Demand Period: Intermediate Demand Period: Base Demand Period:	\$	4.94	T J/A - { J <u>/R</u> -{	Deleted: 6.72 Deleted: 5.26
Dase Demand I enod.	Ψ	1.50	<u>T/R</u> -	Deleted: 2.12

#### Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- b) a minimum of 50% of the highest measured load in the preceding eleven (11) monthly T billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kVA, or
- b) the highest measured load in the preceding eleven (11) monthly billing periods, or
- the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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/s/ Robert M. Conroy, Vice President

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P.S.C. No. 18, Original Sheet No. 25.1

Standard Rate

## RTS RETAIL TRANSMISSION SERVICE

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.

#### RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

#### Summer peak months of May through September

	Base	Intermediate	Peak
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.

Weekends All Hours

#### All other months of October continuously through April

	Base	<u>Intermediate</u>	Peak
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### **LATE PAYMENT CHARGE**

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

#### **TERM OF CONTRACT**

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 30

#### Standard Rate

## FLS Fluctuating Load Service

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available for primary or transmission service to customers up to an aggregate of two hundred (200) MVA for all customers taking service under this schedule and under the Fluctuating Load Service Rate FLS schedule of Louisville Gas and Electric Company. This schedule is restricted to individual customers whose monthly demand is twenty (20) MVA or greater. A customer is defined as a fluctuating load if that customer's load either increases or decreases twenty (20) MVA or more per minute or seventy (70) MVA or more in ten (10) minutes when such increases or decreases exceed one (1) occurrence per hour during any hour of the billing month.

Subject to the above aggregate limit of two hundred (200) MVA, this schedule is mandatory for all customers whose load is defined as fluctuating and not served on another standard rate schedule as of July 1, 2004.

the contract capacity based on the maximum load expected on the system or on

#### **BASE RATE**

ASE NATE	Primary	Transmission		
Basic Service Charge per month:	\$330.00	\$1,500.00	R/I	
Plus an Energy Charge per kWh:	\$ 0.03432	\$ 0.03331.	T/R{	Deleted: 0.03433
Plus a Maximum Load Charge per kVA:			T \	Deleted: 0.03344
Peak Demand Period:	\$ <u>5.91, </u>	\$ <u>3.25,</u>	Ţ/I{	Deleted: 6.27
Intermediate Demand Period:	\$ 4.48,	\$ <u>2.29,</u>	Ť/t ~ -{	Deleted: 3.51
Base Demand Period:	\$ 2.45,	\$ <u>1.53,</u>	- 117 -	Deleted: 4.76
Where:			111	Deleted: 2.47
the monthly billing demand for the Peak and		· ·	``(	Deleted: 2.60
<ul> <li>a) the maximum measured load in the current billing period, or</li> <li>b) a minimum of 50% of the highest measured load in the preceding eleven (11) monthly</li> </ul>			т `(	Deleted: 1.65
billing periods, and				
the monthly billing demand for the Base Demand Period is the greater of:				
a) the maximum measured load in the cur				
Or b) the highest messured lead in the press	dina alayan (11) n	nonthly hilling poriods or	_	
<li>b) the highest measured load in the precent</li>	eaing eieven (11) n	nonthly billing periods, or		

DATE OF ISSUE: XXXX, 2017

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ISSUED BY:

/s/ Robert M. Conroy, Vice President State Regulation and Rates

Lexington, Kentucky

facilities specified by Customer.

P.S.C. No. 18, Original Sheet No. 30.1

#### Standard Rate

## FLS Fluctuating Load Service

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
,	
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kVA demand delivered to the customer during the 5-minute period of maximum use during the appropriate rating period each month.

#### RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

#### Summer peak months of May through September

	Base	Intermediate	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

#### All other months of October continuously through April

Weekdays	Base All Hours	Intermediate 6 A.M. – 10 P.M.	<u>Peak</u> 6 A.M. – 12 Noon
Weekends	All Hours		

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

DUE DATE OF BILL

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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P.S.C. No. 18, Original Sheet No. 30.2

Standard Rate

## FLS Fluctuating Load Service

#### TERM OF CONTRACT

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five years with successive one year term renewal until canceled by either party giving at least one (1) year written notice to the other prior to the end of the initial term or the then current annual renewal period, as applicable.

#### PROTECTION OF SERVICE

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other undesirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:006, Section 15(1)(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

#### SYSTEM CONTINGENCIES AND INDUSTRY SYSTEM PERFORMANCE CRITERIA

Company reserves the right to interrupt up to 95% of Customer's load to facilitate Company compliance with system contingencies and with industry performance criteria. Customer will permit Company to install electronic equipment and associated real-time metering to permit Company interruption of Customer's load. Such equipment will immediately notify Customer five (5) minutes before an electronically initiated interruption that will begin immediately thereafter and last no longer than ten (10) minutes nor shall the interruptions exceed twenty (20) per month. Such interruptions will not be accumulated nor credited against annual hours, if any, under either Rider CSR-1 or CSR-2, Company's right to interrupt under this provision is

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State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 30.3

Standard Rate

## FLS Fluctuating Load Service

restricted to responses to unplanned outage or de-rates of LG&E and KU Energy LLC System (LKE System) owned or purchased generation or when Automatic Reserve Sharing is invoked. LKE System, as used herein, shall consist of KU and LG&E. At customer's request, Company shall provide documentation of the need for interruption under this provision within sixty (60) days of the end of the applicable billing period.

#### LIABILITY

In no event shall Company have any liability to the Customer or any other party affected by the electrical service to the Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to the Customer or any other party. In the event that the Customer's use of Company's service causes damage to Company's property or injuries to persons, the Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. No. 18, Original Sheet No. 35

### Standard Rate

# LS **Lighting Service**

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Service under this rate schedule is offered, under the conditions set out hereinafter, for lighting applications such as, but not limited to, the illumination of street, driveways, yards, lots, and other outdoor areas where secondary voltage of 120/240 is available.

Service will be provided under written contract, signed by customer prior to service commencing, when additional facilities are required.

Units marked with an asterisk (\*) are not available for use in residential neighborhoods except by municipal authorities.

# **OVERHEAD SERVICE**

Based on Customer's lighting choice, Company will furnish, own, install, and maintain the lighting unit. A basic overhead service includes lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only). Company will, upon request, furnish ornamental poles of Company's choosing, together with overhead wiring and all other equipment mentioned for basic overhead service.

RATE Rate	Type of	Approximate	kW Per	Monthly	Charge		
Code	Fixture	Lumens	Light	Fixture Only	Ornamental		
High Press	ure Sodium						
462/472	Cobra Head	5,800	0.083	\$ 9.86	\$ <u>13.56,</u> _		Deleted: 15.65
463/473	Cobra Head	9,500	0.117	<u>10.35, </u>	14.25,		Deleted: 10.79
464/474	Cobra Head	22,000*	0.242	16.08	20.28		Deleted: 16.44
465/475	Cobra Head	50,000*	0.471	25.61	28.46		
						``	Deleted: 23.40
487	Directional	9,500	0.117	\$ <u>10.19,</u>			Deleted: 32.84
488	Directional	22,000*	0.242	15.42			Deleted: 10.44
489	Directional	50,000*	0.471	21.95			Deleted. 10.44
428	Open Bottom	9,500	0.117	\$ 8.87			
Metal Halid	9					D	
451	Directional	32,000*	0.350	\$22.80		Т	
						D	
Light Emitti	ng Diode (LED)					N	
390	Cobra Head	8,179	0.080	\$ <u>14.92</u>		_ N	Deleted: 15.21
391	Cobra Head	14,166*	0.134	18.09,		N	Deleted: 18.42
392	Cobra Head	23,214*	0.228	<u>27.63, </u>		N	
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Deleted: November 23, 2016

Deleted: January 1, 2017

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 35.1

Standard Rate

LS Lighting Service

OVERHEAD SI	ERVICE (continue	<u>:d)</u>			<u>T</u>	Moved (insertion) [1]
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge Fixture Only		Deleted: (continued)
LED (contir	nued) Open Bottom	5.007	0.050	<b>\$</b> 9.94		Dilated 40.40
		-,		ه م <u>ع.عب</u> hall make a non-refundable ca:	<u>\</u>	Deleted: 10.13  Moved up [1]: OVERHEAD SERVICE (continued)¶

contribution prior to the time of installation, or, at the option of company, make a work contribution to Company for the difference in the installed cost of the system requested and the cost of the overhead lighting system.

Where the location of existing poles is not suitable or where there are no existing poles for mounting of lights, and Customer requests service under these conditions, Company may furnish the requested facilities at an additional charge to be determined under the Excess Facilities Rider.

# **UNDERGROUND SERVICE**

Based on Customer's lighting choice, Company will furnish, own, install, and maintain poles, fixtures, and any necessary circuitry up to 200 feet. All poles and fixtures furnished by Company will be standard stocked materials. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for underground installation.

RATE				Mo	nthly Charge		
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Fixture Only	Decorative Smooth	Historic Fluted	
High Press	ure Sodium						
467	Colonial	5,800	0.083		\$ <u>12.63,</u> _		Deleted: 14.57
468	Colonial	9,500	0.117		12.96,		Deleted: 14.95
401/411	Acorn	5,800	0.083		\$ <u>17.23</u> ,	\$24.58	Deleted: 19.88
420/430	Acorn	9,500	0.117		<u>17.69,                                    </u>	25.17	Deleted: 28.36
414	Victorian	5,800	0.083			\$ <u>34.09</u> ,	Deleted: 20.41
415	Victorian	9,500	0.117			34.41,	Deleted: 29.04
492/476	Contemporary	5,800	0.083	\$17.12	\$19.41		Deleted: 36.70
497/477	Contemporary	9,500	0.063	17.00	24.01		Deleted: 37.46
498/478	Contemporary	22,000*	0.242	19.84	30.92		Deleted: 22.39
499/479	Contemporary	50,000*	0.471	24.15	38.21,		Deleted: 27.71
300	Dark Sky	4,000	0.060		\$24.88		Deleted: 35.68
301	Dark Sky	9,500	0.117		26.00		Deleted: 42.55
							Deleted: 26.46
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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 35.2

Standard Rate

LS **Lighting Service** 

RATE Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Fixture Only	Charge Decorative Smooth	T T T
Metal Halid 491/495		32,000*	0.350	\$24.68	\$ <u>38.89</u> ,	D T/1 D
Light Emitt 396 397	cing Diode (LED) Cobra Head Cobra Head	8,179 14,166*	0.080 0.134		\$ <u>35.44</u> 38.61,	N
398 399	Cobra Head Colonial, 4-Sided	23,214* 5,665	0.228 0.068		48.14 \$37.51	

Customer shall make a non-refundable cash contribution prior to the time of installation, or, at the option of Company, make a work contribution to Company for the difference in the installed cost of the system requested and the cost of the conventional overhead lighting system.

Where Customer's location would require the installation of additional facilities, Company may furnish, own, and maintain the requested facilities at an additional charge per month to be determined under the Excess Facilities Rider.

# DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill. Billing for this service to be made a part of bill rendered for other electric service.

# **DETERMINATION OF ENERGY CONSUMPTION**

The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.

# **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause Off-System Sales Adjustment Clause Environmental Cost Recovery Surcharge Franchise Fee Rider

Sheet No. 85 Sheet No. 88 Sheet No. 87 Sheet No. 90 School Tax

Sheet No. 91

DATE OF ISSUE:

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/s/ Robert M. Conroy, Vice President

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P.S.C. No. 18, Original Sheet No. 35.3

Standard Rate

# LS Lighting Service

# **TERM OF CONTRACT**

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five-year term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

### **TERMS AND CONDITIONS**

- 1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
- All service and maintenance will be performed only during regular scheduled working hours
  of Company. Customer will be responsible for reporting outages and other operating faults.
  Company shall initiate service corrections within two (2) business days after such notification
  by Customer.
- 3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
- Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
- 5. If any permit is required from any municipal or other governmental authority with respect to installation and use of any of the lighting units provided hereunder, Company will seek such permits, but the ultimate responsibility belongs with Customer.
- 6. If Customer requests the removal of an existing lighting system, including, but not limited to, fixtures, poles, or other supporting facilities that were in service less than twenty years, and requests installation of replacement lighting within 5 years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
- Temporary suspension of lighting service is not permitted. Upon permanent discontinuance
  of service, lighting units and other supporting facilities solely associated with providing
  service under this tariff, except underground facilities and pedestals, will be removed.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No.

2016-00370 dated xxxx

P.S.C. No. 18, Original Sheet No. 36

### Standard Rate

# RLS Restricted Lighting Service

### **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Service under this rate schedule is restricted to those lighting fixtures/poles in service as of January 1, 2013, except where a spot replacement maintains the continuity of multiple fixtures/poles comprising a neighborhood lighting system or continuity is desired for a subdivision being developed in phases. Spot placement of restricted fixtures/poles is contingent on the restricted fixtures/poles being available from manufacturers. Spot replacement of restricted units will be made under the terms and conditions provided for under non-restricted Lighting Service Rate LS. Spot replacements will not be available for Mercury Vapor and Incandescent rate codes

In the event restricted fixtures/poles fail and replacements are unavailable, Customer will be given the choice of having Company remove the failed fixture/pole or replacing the failed fixture/pole with other available fixture/pole.

Units marked with an asterisk (\*) are not available for use in residential neighborhoods except by municipal authorities.

### **OVERHEAD SERVICE**

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only). Company has, upon request, furnished poles, of Company's choosing, together with overhead wiring and all other equipment mentioned for overhead service.

RATE				<u>Month</u>	ly Charge		
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Fixture Only	Fixture and Pole		
High Pressi	ure Sodium						
461/471	Cobra Head	4,000	0.060	\$ <u>8.87</u>	\$12.20,		Deleted: 10.07
409	Cobra Head	50,000	0.471	14.10,		<u>j</u>	Deleted: 14.08
426	Open Bottom	5,800	0.083	8.54		``.	Deleted: 16.27
Metal Halide	9						
450/454	Directional	12,000*	0.150	\$16.13	\$20.89	N	
455	Directional	32,000*	0.350		27.56	Т	
452/459	Directional	107,800*	1.080	47.70	52.45	N	
Mercury Va	por						
446/456	Cobra Head	7,000	0.207	<b>\$</b> 10.84,	\$13.35 <sub>e</sub>	<u> </u>	Deleted: 11.09
447/457	Cobra Head	10,000	0.294	12.85	15.08,	<u>-</u> 1	Deleted: 14.01
448/458	Cobra Head	20,000	0.453	14.54	17.02	4′-′	
							Deleted: 13.49
404	Open Bottom	7,000	0.207	11.87			Deleted: 15.82
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DATE OF ISSUE:	XXXX, 2017					\	Deleted: 17.86
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/s/ Robert M. Conroy, Vice President State Regulation and Rates Lexington, Kentucky

ISSUED BY:

P.S.C. No. 18, Original Sheet No. 36.1

Standard Rate

RLS **Restricted Lighting Service** 

# **OVERHEAD SERVICE** (continued)

RATE Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge Fixture Only	T T T
Incandesc	ent				
421	Tear Drop	1,000	0.102	\$ 3.81	
422	Tear Drop	2,500	0.201	5.11	
424	Tear Drop	4,000	0.327	7.63	D
425	Tear Drop	6,000	0.447	10.19	

Where the location of existing poles was not suitable, or where there were no existing poles for mounting of lights, and Customer requested service under these conditions, Company may have furnished the requested facilities at an additional charge determined under the Excess Facilities Rider.

# UNDERGROUND SERVICE

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 200 feet of conductor per fixture on appropriate poles.

RATE Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Fixture Only	nthly Charge Decorative Smooth	Historic Fluted	T T	
Metal Halid	Directional	12,000	0.150		\$31.30,		‡	Deleted: 35.23
469 470	Directional Directional	32,000 107,800*	0.350 1.080		37.01, 61.66			Deleted: 39.76
490/494 493/496	Contemporary Contemporary	12,000* 107,800*	0.150 1.080	\$17.45 51.32	\$31.42 65.28		N N	
High Press 440/410	sure Sodium Acorn	4,000	0.060		\$ <u>15.71</u> ,	\$23.20		Deleted: 18.13
466	Colonial	4,000	0.060		\$ <u>11.22</u>			Deleted: 26.77  Deleted: 12.95
412 413	Coach Coach	5,800 9,500	0.083 0.117		\$ <u>34.09</u> ,			Deleted: 36.70  Deleted: 37.46
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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 36.2

Standard Rate

# RLS **Restricted Lighting Service**

# **UNDERGROUND SERVICE** (continued)

RATE	00_ ,	(55711454)		Monthly Charge	
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Decorative Smooth	T T
360	Granville	16,000	0.181	\$62.30	

Granville units are restricted to installations for the City of London.

### **DUE DATE OF BILL**

Payment is due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill. Billing for this service to be made a part of the bill rendered for other electric service.

# **DETERMINATION OF ENERGY CONSUMPTION**

The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

# TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five-year term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

# **TERMS AND CONDITIONS**

- 1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
- All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults, and the Company shall initiate service corrections within two (2) business days after such notification by Customer.

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 36.3

Standard Rate

# RLS Restricted Lighting Service

# **TERMS AND CONDITIONS (Continued)**

- 3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
- 4. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
- Temporary suspension of lighting service is not permitted. Upon permanent discontinuance of service, lighting units and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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P.S.C. No. 18, Original Sheet No. 37

### Standard Rate

#### LE

# **Lighting Energy Service**

# APPLICABLE

In all territory served.

# **AVAILABILITY OF SERVICE**

Available to municipalities, county governments, divisions or agencies of the state or Federal governments, civic associations, and other public or quasi-public agencies for service to public street and highway lighting systems, where the municipality or other agency owns and maintains all street lighting equipment and other facilities on its side of the point of delivery of the energy supplied hereunder.

### **RATE**

\$0.07328 per kWh

# ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

# **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# CONDITIONS OF DELIVERY

- Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.
- The location of the point of delivery of the energy supplied hereunder and the voltage at which such delivery is effected shall be mutually agreed upon by Company and the customer in consideration of the type and size of customer's street lighting system and the voltage which Company has available for delivery.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 38

Standard Rate

TE

# **Traffic Energy Service**

# APPLICABLE

In all territory served.

# **AVAILABILITY OF SERVICE**

Available to municipalities, county governments, divisions of the state or Federal governments or any other governmental agency for service on a 24-hour all-day every-day basis, where the governmental agency owns and maintains all equipment on its side of the point of delivery of the energy supplied hereunder. In the application of this rate each point of delivery will be considered as a separate customer.

This service is limited to traffic control devices including, but not limited to, signals, cameras, or other traffic lights, electronic communication devices, and emergency sirens.

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T/I

# RATE

Basic Service Charge per month:

\$4.00 per delivery point

Plus an Energy Charge per kWh:

\$0.09037

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# **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause Sheet No. 85
Off-System Sales Adjustment Clause Sheet No. 88
Environmental Cost Recovery Surcharge Sheet No. 87
Franchise Fee Rider Sheet No. 90
School Tax Sheet No. 91

# MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

# **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# **CONDITIONS OF SERVICE**

 Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption, taking into account the size and characteristics of the load, or on meter readings obtained from a similar installation.

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 38.1

Standard Rate

# **Traffic Energy Service**

# CONDITIONS OF SERVICE (continued)

- 2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer. Where attachment of Customer's devices is made to Company facilities, Customer must have an attachment agreement with Company.
- 3. Loads not operated on an all-day every-day basis will be served under the appropriate rate.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. No. 18, Original Sheet No. 40

Standard Rate

### **PSA**

# **Pole and Structure Attachment Charges**

# APPLICABLE

In all territory served.

#### **AVAILABILITY**

Available to the facilities of cable television system operators and telecommunications carriers as provided below except: (1) facilities of incumbent local exchange carriers with joint use agreements with the Company; (2) facilities subject to a fiber exchange agreement; and (3) Macro Cell Facilities. Nothing in this tariff expands the right to attach to the Company's structures beyond the rights otherwise conveyed by law.

# APPLICABILITY OF SCHEDULE TO CURRENT LICENSE AGREEMENTS

Any telecommunication carrier that executed a license agreement permitting attachments to the Company's structures prior to the effective date of this Schedule shall be subject to the rates, terms, and conditions of this Schedule upon expiration or termination of its license agreement.

# **DEFINITIONS**

"Affiliate" means, with respect to an entity, any entity controlling, controlled by, or under common control with such entity.

"Approved Contractor" means a contractor approved by Company for a particular purpose.

"Attachment" means the Cable or Wireless Facilities and all associated appliances including without limitation any overlashed cable, guying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or otherwise conflicts with Company's electric design and construction standards.

"Attachment Customer" means a customer that attaches its facilities to one or more of the Company's Structures and has executed an Attachment Customer Agreement with the Company.

"Attachment Customer Agreement" means the written agreement provided by the Company and executed between Attachment Customer and Company incorporating the terms and conditions of this Schedule.

"Cable" means the fiber optic or coaxial cable, or any other type of cable, as well as any messenger wire or support strand.

"Cable television system operator" means a Person who operates a system that transmits television signals, for distribution to subscribers of its services for a fee, by means of wires or cables connecting its distribution facilities with its subscriber's television receiver or other equipment connecting to the subscriber's television receiver, and not by transmission of television signals through the air, and subscription to the system's service is available to the public.

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State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 40.1

# Standard Rate

#### **PSA**

# **Pole and Structure Attachment Charges**

"Communication Space" means the area below the Communication Worker Safety Zone to the limit of allowable NESC clearance, department of transportation or other governmental requirements, and Company's internal construction standards on poles.

"Communication Worker Safety Zone" means the space between the facilities located in the Supply Space and facilities located in the Communications Space on poles.

"Contractor" means any Person employed or engaged by Attachment Customer to perform work or render services upon or in the immediate vicinity of Company's Structures or associated facilities other than Attachment Customer and Attachment Customer's employees.

"Distribution Pole" means a utility pole supporting electric supply facilities, all of which operate at less than 69 kV, but does not include a non-wood street light pole or a wood street light pole that is not located in a public right-of-way.

"Duct" means a pipe, tube, conduit, manhole, or other structure made for supporting and protecting electric and/or communications wires or cables and in which wires, cables and conduits may be placed for support or protection but excluding (1) any pipe now or previously used for the transmission or distribution of natural gas, (2) any duct system supporting electric supply lines operated at 69kV or greater, and (3) any vault.

"High Volume Application" means an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes submitted to Company within a 30-day period.

"Macro Cell Facility" means a wireless communications system site that is typically high-power and high-site, and capable of covering a large physical area, as distinguished from a distributed antenna system (DAS), small cell, or WiFi attachment, by way of example. Macro Cell Facilities are typically, but not exclusively, co-located on Transmission Poles and communications monopoles and towers.

"Make Ready Survey" means a survey, in the form prescribed by the Company from time to time, prepared by the Company or an Approved Contractor describing in reasonable detail the makeready engineering requirements, and such other information as the Company may require, for the installation of an Attachment or group of Attachments on a Structure or group of Structures.

"NEC" means the National Electrical Code.

"NESC" means the National Electrical Safety Code.

"Person" is defined by KRS 278.010(2).

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/s/ Robert M. Conroy, Vice President

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P.S.C. No. 18, Original Sheet No. 40.2

#### Standard Rate

#### **PSA**

### **Pole and Structure Attachment Charges**

"Service Drop" means a Cable, attached to a pole with a J-hook or other similar hardware that connects the trunk line to an Attachment Customer's premises.

"Structure" means any Company pole, conduit, duct, or other facility normally used by the Company to support or protect its electric conductors but shall not include (1) any Transmission Pole other than Transmission Poles to which the Company has attached its own electric supply lines operated at less than 69kV; (2) any street light pole that is not a wood pole located in a public right-of-way; or (3) any pole that the Company has leased to a third party.

"Supply Space" means the space above the Communications Worker Safety Zone used for the installation of electric supply lines.

"Telecommunications carrier" means a Person who operates a system that (1) transmits by wire or wireless means, between or among points specified by the user, information of the user's choosing without change in the form or content of the information as sent or received, and (2) provides such transmission services for a fee directly to or for the public, or to such classes of users as to be effectively available directly to or for the public, and includes, but is not limited to, internet service providers, voice over internet protocol service providers, cellular and mobile phone service providers or resellers of such services.

"Transmission Pole" means any utility pole or tower supporting electric supply facilities designed to operate at 69 kV or greater.

"Wireless Facility" means, without limitation, antennas, risers, transmitters, receivers, and all other associated equipment used in connection with Attachment Customer's provision of wireless communications services and the transmission and reception of radiofrequency signals, but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or that conflicts with the Company's electric design and construction standards.

# ATTACHMENT CHARGES

- \$ 7.25 per year for each wireline pole attachment.
- \$ 0.81 per year for each linear foot of duct.
- \$ 84.00 per year for each Wireless Facility.

All attachment charges for use of Structures will be billed semi-annually based upon the type and number of Attachment Customer's Attachments reflected in Company's records on December 1 and June 1. A bill issued under this Schedule shall be due upon its issuance. Any bill not paid in full within 60 days of its issuance shall be assessed a late payment fee of 3 percent on the bill's current charges. If the Attachment Customer fails to pay all charges and fees billed within six months of the bill's issuance, the Company may remove any or all of Attachment Customer's

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 40.3

#### Standard Rate

#### **PSA**

### Pole and Structure Attachment Charges

Attachments. In lieu of or in addition to removal of Attachments, the Company may exercise any other remedies available under law to address Attachment Customer's failure to make timely payment of any charges assessed under this Schedule.

### **TERM OF SERVICE**

An executed Attachment Customer Agreement shall be for a term of 10 years and shall thereafter automatically renew for successive one year periods unless Company or Attachment Customer provides the other with written notice of termination at least 60 days prior to the renewal date.

### TERMS AND CONDITIONS OF ATTACHMENT

Attachments to Company's Structures that do not interfere with the Company's electric service requirements and the Attachments of existing customers and joint users shall be permitted in accordance with the terms and conditions of this Schedule. The Terms and Conditions set forth in Section 5 of this Tariff shall also be applicable to the extent they are not in conflict with or inconsistent with this Schedule's provisions.

# ATTACHMENT CUSTOMER AGREEMENT

No Attachments shall be made to Company's Structures until Attachment Customer has executed an Attachment Customer Agreement. The Attachment Customer Agreement shall incorporate the terms and conditions set forth in this Schedule.

### NO PROPERTY RIGHTS

No use, however extended, of Company Structures shall create or vest in the Attachment Customer any right, title or interest in the Structures. Attachment Customer Agreement confers only a non-exclusive right to affix and install Attachments to and on Company's Structures. The Company is not required to maintain any Structure for a period longer than demanded by its electric service requirements.

# **USE OF COMPANY'S FACILITIES BY OTHERS**

Nothing in this Schedule shall affect the rights or privileges previously conferred by the Company to others. The rights granted under this Schedule and the Attachment Customer Agreement shall at all times be subject to such previously conferred privileges and shall not affect the rights or privileges that may be conferred by the Company in the future to others.

# 4. TRANSFER OF RIGHTS

Except as provided in this Schedule, Attachment Customer's rights under the Attachment Customer Agreement are non-delegable, non-transferable and non-assignable. Any delegation, transfer or assignment of any interest created by the Attachment Customer Agreement or this Schedule without Company's prior written consent is voidable at the Company's option.

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

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2016-00370 dated xxxx

P.S.C. No. 18, Original Sheet No. 40.4

Standard Rate

#### PSA

### **Pole and Structure Attachment Charges**

Attachment Customer shall not permit a third party to overlash or utilize any Attachment without Company's prior written consent. Company may condition its consent upon such third party's compliance with all provisions of the Attachment Customer Agreement, this Schedule, and such other terms as Company may reasonably require.

### 5. COMPANY'S ABANDONMENT OF STRUCTURE

The Company shall provide an Attachment Customer with a minimum of 180 days' notice before abandoning a Structure to which the Attachment Customer has made an Attachment unless state or local law, easement provisions, or contractual obligations to a third party requires the Structure to be abandoned in a shorter period, in which case the Company shall provide as much notice as is reasonably practicable.

#### 6. FRANCHISES AND EASEMENTS

Attachment Customer shall secure at its own expense any right-of-way, easement, license, franchise or permit from any Person that may be required for the construction or maintenance of Attachments by or for the Attachment Customer. If requested by Company, Attachment Customer shall submit to Company satisfactory evidence of such right-of-way, easement, license, franchise or permit. Company's approval of Attachments shall not constitute any representation or warranty regarding Attachment Customer's right to occupy or use any public or private right-of-way.

Upon an Attachment Customer's written request, the Company may provide to the Attachment Customer such non-private information as the Company may have regarding the name of the record landowners from which the Company obtained easements for Structures. Such information is provided without representation or warranty as to its accuracy or completeness. The Company has no obligation to correct or supplement any information so provided. If the Company provides assistance to the Attachment Customer in obtaining easements or other property rights, the Attachment Customer shall reimburse the Company's cost of providing such assistance within 30 days of its receipt of an invoice from Company.

Attachment Customer shall indemnify and save harmless Company from all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Attachment Customer to secure any right of way, easement, license, franchise or permit.

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State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 40.5

Standard Rate

# **PSA Pole and Structure Attachment Charges**

### 7. ATTACHMENT APPLICATIONS AND PERMITS

- a. Unless waived by the Company, Attachment Customer shall make written application, in the form and manner prescribed by the Company for permission to install Attachments on or in any Structure. Each application shall include: (1) in the case of poles, the owner, number and location of all Structures for which license to attach is sought and the amount of space required thereon; (2) in the case of Ducts, the number of linear feet of Duct space and the specific location of each such Duct to be utilized, the amount of requested space, the nature of any changes or inner Duct or Ducts proposed to be installed and any other construction that might be required by the proposed Attachments; (3) the physical attributes of all proposed Attachments; (4) a load bearing study for each Attachment, unless the Company finds such study is not necessary; (5) the proposed start date for installation of the Attachments; (6) any issues then known to Attachment Customer regarding space, engineering, access or other matters that might require resolution before installation of Attachments; and (7) proposed make ready drawings. Company may request additional information be included with the application at its reasonable discretion. Attachment Customer shall clearly distinguish in its application between Distribution Poles and Transmission Poles for which Attachments are proposed. Any Approved Contractor gathering information for an application to use Ducts must be accompanied by a Company-designated inspector. The Company shall schedule Approved Contractor inspections of Ducts within 15 days of its receipt of a request for such inspection.
- b. Attachment Customer shall be responsible for all costs associated with the application, a Make Ready Survey, engineering analysis, and the Company's review of the application. Attachment Customer shall reimburse Company upon presentation of an invoice for such costs. If the Attachment Customer does not request Attachments to a Transmission Pole or Duct, Company shall complete a Make Ready Survey within 60 days of its receipt of Attachment Customer's completed application. If Attachment Customer's application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for performance.
- Upon completion of the Make Ready Survey, the Company shall notify Attachment Customer in writing whether its application for use of Company's Structures has been granted, of any necessary changes to the proposed construction drawings, and the conditions, if any, imposed on the installation or use of Attachments. The Company reserves the right to deny access to any Structure based upon lack of capacity, safety, reliability, engineering standards or other good reason. The Company may deny access to Transmission Poles in its discretion for any reason; provided that such denials shall be determined in a non-discriminatory manner. Transmission Poles that do not support electric supply lines operated at less than 69kV are not available for Attachments under this Schedule.

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

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### Standard Rate

# **PSA Pole and Structure Attachment Charges**

- d. Within 15 days of notifying Attachment Customer of the approval of its application, Company shall provide Attachment Customer a written statement of the costs of any necessary Company make-ready work, including but not limited to rearrangement of electric supply facilities and pole change out. Attachment Customer shall indicate its approval of this statement by submitting payment of the statement amount within 15 days of receipt. If facilities of a third party are required to be rearranged or transferred, Attachment Customer shall coordinate with the third party for such rearrangement or transfer and shall pay the costs related thereto. If Attachment Customer's application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for preparation of a written statement of the costs of any necessary Company make-ready work.
- e. If an existing Structure is replaced or a new Structure is erected solely to provide adequate capacity for Attachment Customer's proposed Attachments, Attachment Customer shall pay a sum equal to the actual material and labor cost of the new Structure, as well as any replaced appurtenances, plus the cost of removal of the existing Structure minus its salvage value, within 30 days of receipt of an invoice. The new Structure shall be Company's property regardless of any Attachment Customer payments toward its cost. Attachment Customer shall acquire no right, title or interest in or to such Structure.
- If Company is unable to perform the Make Ready Survey and engineering analysis within the time period established under Section 7b, it shall advise the Attachment Customer and promptly meet with the Attachment Customer to develop a mutually agreeable plan of performance.
- If Company fails to perform the make-ready work within 60 days of receipt of Attachment Customer's payment of the make-ready costs, Attachment Customer may perform such work at its expense using an Approved Contractor, except that Attachment Customer may not perform such work with respect to Transmission Poles or Ducts. Company shall refund any unexpended make-ready fees within 30 days of notice that Attachment Customer has performed the work. Attachment Customer shall notify Company upon completion of such make-ready work and Company may inspect such work prior to the construction of Attachments. Attachment Customer shall bear the cost of such Company inspection.
- h. If Attachment Customer submits to Company within a 30-day period an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes, such application or applications shall be considered a High Volume Application. The provisions set forth in Sections 7b through 7g that relate to time

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period and cost-reimbursement of the Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of make-ready work, shall not apply to High Volume Applications. The Company and Attachment Customer submitting a High Volume Application shall develop a mutually agreeable plan of performance and cost reimbursement for Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of make ready work, shall set this plan to writing and shall file it with the Commission as a special contract.

A Service Drop may be affixed and installed on a Distribution Pole without making written application if (1) it is affixed within six (6) inches of Attachment Customer's existing Attachment, (2) it conforms to all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to construction and installation of Attachments, and (3) written notice of each such Service Drop is provided to Company in the month following the month of its installation. A Service Drop shall be counted as an Attachment for purposes of billing and permitting if it (1) is attached to a pole without an existing Attachment, (2) extends more than one span along the trunk line (in which case each individual pole to which such Service Drop is attached shall be treated as the site of an individual Attachment), or (3) is not affixed to a pole within six (6) inches of Attachment Customer's existing Attachment.

### 8. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

- a. Attachment Customer shall not construct or install any Attachments until Company has approved in writing the design, construction, and installation practices for Attachment Customer's Attachments.
- b. All Attachments shall be constructed and installed in a manner reasonably satisfactory to Company and so as not to interfere with the Company's present or future use of its Structures. Attachments in Ducts shall not include any splice enclosures or excess cable. Attachment Customer shall maintain, operate and construct all Attachments in such manner as to ensure Company's full and free access to all Company facilities. All Attachments shall conform to Company's electric design and construction standards and applicable requirements of the NESC, NEC, and all other applicable codes and laws. In the event of a conflict, the more stringent standard shall apply.
- Attachment Customer shall identify each of its Attachments with a tag, approved in advance by Company, that includes Attachment Customer's name, 24-hour contact telephone number, and such other information as Company may require. Attachment Customer shall tag new Attachments at the time of construction. Any Attachments existing as of the date of execution of Attachment Customer Agreement shall be tagged within 180 days of the date of the Agreement. All Cable placed by Attachment Customer

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within a Company-owned or controlled Duct shall be enclosed within Attachment Customer furnished inner-duct and shall be clearly marked and identified as belonging to Attachment Customer at all access points.

- In the design, installation and maintenance of its Attachments, Attachment Customer shall comply with all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to the work of constructing and installing the Attachments. All work shall be performed in accordance with the applicable standards of the NESC and the NEC, including amendments thereto adopted. Attachment Customer shall take all necessary precautions, by the installation of protective equipment or other means, to protect all Persons and property of all kinds against injury or damage caused by or occurring by reason of the construction, installation or existence of Attachments.
- e. Attachment Customer shall immediately report to Company (1) any damage caused to property of Company or others when installing or maintaining Attachments, (2) any Attachment Customer's failure to meet the requirements set forth in this Schedule for assuring the safety of Persons and property and compliance with laws and regulations of public authorities and standard-setting bodies, and (3) any unsafe condition relating to Company's Structures identified by Attachment Customer.
- Attachment Customer shall complete installation of its Attachments within 60 days of the later of approval of the application for such Attachments or, if make-ready work is required under such approval, completion of make-ready work, and shall notify Company in writing upon its completion. If Attachment Customer fails to complete the installation within this time period, the Company may revoke its permit for the Attachment. Prior to revoking the permit for the Attachment, Company shall provide written notice of the revocation to the Attachment Customer. Company may conduct an inspection of such Attachments. Attachment Customer shall reimburse Company within 30 days of presentation of an invoice for such inspections.
- Company may monitor Attachment Customer's construction and installation of Attachments. If the need for a monitor is caused by Attachment Customer's failure to comply with the terms of this Schedule, the Attachment Customer Agreement, or any applicable law or regulation, Attachment Customer shall reimburse Company for the actual cost of any such monitoring within 30 days of receipt of an invoice for such cost. For locations where Attachment Customer's construction and installation are within Company underground facilities, Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within 30 days of receipt of an invoice.

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- h. Attachment Customer may use qualified contractors of its own choice to perform work below the Communication Worker Safety Zone. For any work in or above the Communication Worker Safety Zone that Company allows Attachment Customer to perform, Attachment Customer shall use an Approved Contractor who may, at Company's discretion, be required to be accompanied by a Company-designated inspector. For any work in Company's Ducts, Attachment Customer shall use an Approved Contractor, who must be accompanied by a Company-designated inspector. The Company shall schedule a Company-designated inspector to accompany an Approved Contractor within 15 days of its receipt of such request for such inspector. The costs of such inspection shall be reimbursed to the Company in the same manner described in Section 8g above.
- i. Attachment Customer shall comply with all applicable Federal, State, and local laws, rules and regulations with respect to environmental practices undertaken pursuant to the construction, installation, operation and maintenance of its Attachments. Attachment Customer shall not bring, store or utilize any hazardous materials on any Company site without the Company's prior express written consent. To the extent reasonably practicable, Attachment Customer shall restore any property altered pursuant to its performance under the Attachment Customer Agreement to its condition existing immediately prior to the alteration. Company has no obligation to correct or restore any property altered by Attachment Customer and bears no responsibility for Attachment Customer's compliance with applicable environmental regulations.
- j. If Attachment Customer fails to install any Attachment in accordance with the standards and terms set forth in this Schedule and Company provides written notice to Attachment Customer of such failure, Attachment Customer, at its own expense, shall make necessary adjustments within 30 days of receipt of such notice. Subject to Section 15 of this Schedule, if Attachment Customer fails to make such adjustments within such time period, Company may make the repairs or adjustments, and Attachment Customer shall pay Company for the actual cost thereof, plus 50 percent, within 30 days of receipt of an invoice.
- k. Attachment Customer is responsible for any damage, fines or penalties resulting from any noncompliance with the construction and maintenance requirements and specifications set forth in this Section 8. Company undertakes no duty to require any specific action by Attachment Customer and assumes no responsibility by requiring such compliance or by requiring Attachment Customer to meet any specifications or to make any corrections, modifications, additions or deletions to any work or planned work by Attachment Customer.

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I. Within 15 days of completion of the installation of the Attachment, Attachment Customer shall furnish Company with complete "as-built" drawings in a computer generated electronic format (or such other format as is agreeable to Company). Hand drawings shall not be submitted.

# 9. ADDITIONAL REQUIREMENTS FOR WIRELESS FACILITIES

- a. Wireless Facilities Attachments may be attached to Distribution Poles only.
- Company may require Attachment Customer to furnish with any written application for permission to install a Wireless Facilities Attachment a mock-up of the proposed Attachment.
- c. Attachment Customer is solely responsible for ensuring that the radiofrequency ("RF") radiation emitted by its Wireless Facilities, alone and/or in combination with any and all sources of RF radiation in the vicinity, is within the limits permitted under all applicable governmental and industry standard safety codes for general population/uncontrolled exposure. Attachment Customer shall install appropriate signage on the poles to which Wireless Facilities have been attached, to warn line workers or the general public of the presence of RF radiation and the need for precautionary measures. Attachment Customer shall periodically inspect the signage and replace the signage if necessary to ensure that the signage, including text and warning symbols, remains clearly visible.
- d. Each Wireless Facility installation shall include a switch that operates to disconnect and de-energize the antenna. In non-emergency circumstances, Company employees or contractors will make reasonable efforts to contact Attachment Customer at a telephone number that Attachment Customer has marked on the Wireless Facility installation to request a temporary power shut-down. Company personnel or those of other attaching entities will operate the power disconnect switch to ensure that the antenna is not energized while work on the pole is in progress. In emergency circumstances, Company personnel and those of other entities attached to Company poles may accomplish the power-down by operation of the power disconnect switch without advance notice to Attachment Customer.
- e. Attachment Customer is solely responsible for ensuring compliance with all Federal Communication Commission antenna registration requirements, Federal Aviation Administration air hazard requirements, or similar requirements with respect to the location of Attachment Customer's Wireless Facilities on Company's poles.
- f. All power supplies, equipment cabinets, meter bases and other equipment associated with the Wireless Facilities that are large enough to impede accessibility shall be installed off-pole, consistent with the applicable standards of the NESC, Company standards, and all applicable laws, rules, regulations, ordinances, and other applicable governmental directives.

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### 10. OVERLASHING OF CABLE

Attachment Customer may overlash Cable to its existing Attachments without such overlashing being considered a separate Attachment subject to an Attachment Charge and without making written application provided: (1) a pole load analysis was performed for such overlashing; (2) such overlashing is completed within 120 days of the Attachment over which the overlashing occurs, (3) no make-ready work of any kind is necessary to accommodate the overlashing; (4) Attachment Customer obtained a permit from the Company for such overlashing; and (5) Attachment Customer provides Company with written notice of such overlashing within 30 days of completion. Any overlashing that fails to meet these conditions shall be deemed a new Attachment for all purposes except the assessment of Attachment Charges. Notwithstanding the foregoing, no bundle of Attachment Customer's Cable shall exceed two inches in diameter.

# 11. MAINTENANCE OF ATTACHMENTS AND STRUCTURES

Attachment Customer shall maintain Attachments in safe condition and in good repair, in a manner reasonably suitable to Company and so as not to conflict with any use of Company facilities (including Structures) by Company or any other Person using such facilities pursuant to any license or permit by Company. Attachment Customer shall not interfere with the working use of any other Person's property on or in such facilities or any such property, which may be placed on or near the Structures and other facilities.

Company reserves to itself, its successors, Affiliates and assigns, the right to maintain Structures and other Company property and to operate its business and maintain its property in such a manner as will, in its own judgment, best enable it to fulfill its own service requirements. Company shall not be liable to Attachment Customer for any interference with the operation of Attachment Customer's facilities, or loss of business arising in any manner out of the use of Company's Structures or other property.

# 12. NATIONAL JOINT UTILITIES NOTIFICATION SYSTEM

Within 30 days of executing Attachment Customer Agreement, and prior to making application for any Attachment, Attachment Customer will join National Joint Utilities Notification System ("NJUNS"), a web-based system developed to improve joint use communication, and will actively participate during the Term of Service, by entering field information into the NJUNS system within the times required by the system. Should Attachment Customer fail to actively participate in NJUNS and should such failure cause the Company to incur expense or liability to others, Attachment Customer shall reimburse the Company its expense and indemnify and hold the Company harmless from any damages or liability arising out of such failure. If Company at a later date elects to use a different web-based system for the joint use communication, it shall notify Attachment Customer at least sixty (60) days in advance of such change and Attachment Customer shall join that system.

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### 13. INSPECTIONS

Company may make periodic inspections for the purpose of determining compliance with this Schedule and with the Attachment Customer Agreement. Neither the Company's right to make inspections nor any inspection made by Company shall relieve an Attachment Customer of any responsibility, obligation or liability assumed under this Schedule.

Upon thirty (30) days' prior notice to Attachment Customer, Company may conduct a field inspection of its Structures to verify the number, location and type of Attachment Customer's Attachments. If the field inspection reveals more Attachments than shown in Company's existing records, the additional Attachments shall be treated as Unauthorized Attachments.

### 14. INTERFERENCE OR HAZARD

If Company notifies Attachment Customer in writing or orally with written confirmation that the Attachment Customer's Attachments or the condition of Attachment Customer's Attachments on or in any Structure (i) interfere with the use of such Structure or the operation of Company facilities or equipment, (ii) constitute a hazard to the service rendered by Company or any other Persons permitted by Company to use such Structures, (iii) cause a danger to employees of Company or other Persons, or (iv) fail to comply with the Company's standards and applicable requirements of the NESC, NEC, and all other applicable codes, laws and regulations, the Attachment Customer shall, within a reasonable period, remove, rearrange, repair or change its Attachments as needed or as directed by Company. In the case of any immediate hazard or danger, such period shall not exceed twenty-four (24) hours from Attachment Customer's receipt of such notice. In case of a hazardous condition or other emergency which requires the immediate remove or relocation of the Attachment Customer's Attachments, the Company may at Attachment Customer's expense, without prior notice and with no liability therefor, remove or relocate such Attachments; provided however, that Company shall notify Attachment Customer of such action as soon as reasonably possible by any appropriate means, including by telephone.

# 15. REARRANGEMENT; RELOCATION OF STRUCTURES; NEW STRUCTURES

- a. If Attachment Customer's Attachments can be accommodated on or in existing Structures only by rearranging Company facilities, or if because of Attachment Customer's proposed Attachments, Company rearranges or transfers its facilities on or in any facility not owned by it, Attachment Customer shall reimburse Company for the actual expense incurred in making such rearrangement or transfer.
- Upon 45 days prior written notice delivered to Attachment Customer, Company may replace, relocate, or remove any Structure and cause the alteration, relocation or removal of any Attachment, consistent with normal operating, maintenance and development

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procedures and prudent utility practices. In cases of emergency or dangerous situations, Company shall give only as much prior notice as practical under the circumstances. Company shall bear all costs and expenses of any relocation of the Structures not attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall bear all costs and expenses of any relocation and removal of the Attachments and all costs and expenses attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall be solely responsible for any losses occasioned by the interruption of Attachment Customer's business or operations and shall indemnify and hold Company harmless in connection with same.

- c. If Company determines that any space occupied by the Attachments is required in connection with the services that the Company provides, Company may direct, by written notice to Attachment Customer, that such Attachments be removed from the Structures. Company shall use reasonable efforts to make space available as close in proximity as possible to the former Structures. Attachment Customer shall make such relocation within forty-five (45) days of the Company's request.
- d. In the event a Person other than the Attachment Customer applies to make an Attachment to a Structure on which the Attachment Customer has placed an Attachment, and such application requires that Attachment Customer rearrange, transfer or relocate its Attachments, then Attachment Customer shall perform such rearrangement, transfer or relocation within 60 days of notice of such need to rearrange, transfer or relocate. Attachment Customer may condition its rearrangement, transfer or relocation upon reimbursement for the cost of such rearrangement, transfer or relocation. In the event Attachment Customer fails to perform such rearrangement, transfer or relocation within the time frame described above, the affected Attachments may be subject to rearrangement, transfer or relocation by the Person whose application necessitated the rearrangement, transfer or relocation to the extent permitted by law.

# 16. ABANDONMENT OF ATTACHMENT

Attachment Customer may at any time voluntarily remove its Attachments from any Structure, but shall immediately give Company written notice of such removal on the Company-prescribed form. Attachment Customer shall bear all cost of removal and any costs that Company incurs as a result of such removal and shall pay such costs within 30 days of receipt of an invoice. No refund of any amount paid for use of such Structure will result from Attachment Customer's voluntary removal nor shall such voluntary removal affect any other obligation or liability of Attachment Customer under this Schedule or the Attachment Customer Agreement.

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### 17. INDEMNITIES

Attachment Customer shall protect, defend, indemnify and save harmless Company, its Affiliates, their officers, directors, employees and representatives from and against all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to costs and expenses of defending against the same, payment of any settlement or judgment therefor and reasonable attorney's fees that are incurred in such defense, by reason of any claims arising from Attachment Customer's activities under this Schedule, or from Attachment Customer's presence on the Company's premises, or from or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives, including but not limited to claims alleging (1) injuries or deaths to Persons; (2) damage to or destruction of property including loss of use thereof; (3) power or communications outage, interruption or degradation; (4) pollution, contamination of or other adverse effects on the environment; (5) violation of governmental laws, regulations or orders; or (6) rearrangement, transfer, or removal of any third party attachment on, from, or to any Company Structure. The indemnity set forth in this section shall include indemnity for any claims arising out of the joint negligence of the Attachment Customer and Company.

# 18. UNAUTHORIZED ATTACHMENTS

If Attachment Customer makes any Attachment that requires Company approval under this Schedule and Attachment Customer Agreement and has not obtained such approval, the Attachment Customer shall pay a penalty for the Unauthorized Attachment equal to double the current Attachment charge. Attachment Customer shall also submit to Company an application for approval of the Unauthorized Attachment within 30 days of the attachment's discovery. If the Attachment Customer fails to submit the required applications or fails to timely remit any necessary payments to Company in connection with the application process (including but not limited to any make-ready fees necessary to accommodate the Unauthorized Attachments), Company may remove any or all such Unauthorized Attachments at Attachment Customer's expense.

# 19. DEFAULT

If Attachment Customer fails to pay any undisputed fee required, perform any material obligations undertaken or satisfy any warranty or representation made under the Attachment Customer Agreement or with any of the provisions of this Schedule or default in any of its obligations under this Tariff and shall fail within 30 days after written notice from Company to correct such default or non-compliance, Company may, at its option, terminate the license covering the Structures to which such default or non-compliance is applicable; remove,

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# **Pole and Structure Attachment Charges**

relocate or rearrange at the Attachment Customer's expense the Attachments to which the default or non-compliance relates; or decline to permit additional Attachments until the failure or default is cured; by giving written notice to Attachment Customer of said termination. In the event of material or repeated default, Company may terminate the Attachment Customer Agreement and recover from the Attachment Customer all costs and expenses incurred as a result of reasonably related to the defaults. No refund of any attachment charge will be due on account of such termination.

#### 20. TERMINATION

Either Company or Attachment Customer may terminate an Attachment Customer Agreement by providing the other written notice of termination at least 60 days prior to the end of the term of service.

Upon termination, Attachment Customer shall remove all Attachments from Structures and other Company property within 180 days. Attachment Customer shall bear all costs of such removal and shall exercise precautions to avoid damage to all Persons and to facilities of Company and other parties in so removing Attachments and assumes all responsibility for all damage it causes. If Attachment Customer's Attachments and other property are not removed within 180 days of termination of this Agreement, unless the time is extended by mutual agreement, Company may remove Attachment Customer's Attachments without liability and the Attachment Customer shall pay Company the cost of such removal within 30 days of receipt of an invoice.

Company may terminate an Attachment Customer Agreement without liability to Attachment Customer, upon giving 60 days advance written notice to the Attachment Customer that it has a reasonable belief that Company's performance under the Agreement would be illegal under applicable law or regulation or under any order or ruling issued by the PSC, or any other federal, state or local agency having regulatory jurisdiction over Company and same cannot be cured by Company without unreasonable expense or without materially and substantially altering the terms and conditions of the Attachment Customer Agreement; or that termination is required to preserve the Company's rights under any franchise, right-ofway, permit, easement or other similar right which is material and substantial to Company's business or operations. In the event of such termination, the Company and the Attachment Customer shall pay and perform obligations that have arisen prior to the effective date of termination, but shall not be obligated to pay and perform obligations, which arise after the effective date of termination.

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# **Pole and Structure Attachment Charges**

# 21. WAIVER

Failure by the Company to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

### 22. INSURANCE

- a. Throughout the term of service and so long as Attachment Customer's Attachments are on or in Company Structures, Attachment Customer shall provide and maintain the following insurance:
  - (1) Workers' Compensation and Employer's Liability Policy, which shall include: (a) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of Kentucky; (b) Employer's Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee; (c) 30 Day Cancellation Endorsement; and (d) Broad Form All States Endorsement.
  - (2) Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence; \$1,000,000 Products/Completed Operations Aggregate each occurrence; \$1,000,000 Personal and Advertising Injury each occurrence, in all cases subject to \$2,000,000 in the General Aggregate for all such claims, and including: (a) 30 Day Cancellation Endorsement; (b) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Company under the Attachment Customer Agreement; (c) Broad Form Property Damage; and (d) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).
  - (3) Commercial Automobile Liability Insurance covering the use of all owned, nonowned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of \$1,000,000 each occurrence.
  - (4) Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 per occurrence; \$2,000,000 aggregate, to apply to employer's liability, commercial general liability, and automobile liability.
  - (5) To the extent applicable, if any fixed wing or rotor craft aircraft will be used by Attachment Customer in performing the work, Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of \$5,000,000 including passenger liability coverage.

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- (6) To the extent applicable, if engineering or other professional services will be separately provided by Attachment Customer as specified in the statements of work, then Professional Liability Insurance with limits of \$3,000,000 per occurrence and \$3,000,000 in the aggregate, which insurance shall be either on an occurrence basis or on a claims made basis (with a retroactive date satisfactory to Company).
- b. Attachment Customer shall require its Contractors and subcontractors to provide and maintain the same insurance coverage as required of Attachment Customer.
- c. Except with regard to workers' compensation and professional liability, each policy required under this schedule shall name Company as an additional insured and shall waive rights of subrogation against Company and Company's insurance carrier(s).
- d. All policies shall be written by insurance companies that are licensed to do business in Kentucky and that are either satisfactory to Company or have a Best Rating of not less than "A-". These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Attachment Customer and the insurance carrier.
- e. Company may request a summary of coverage of any of required policies or endorsements; but is not obligated to review any of Attachment Customer's certificates of insurance, insurance policies, or endorsements, or to advise Attachment Customer of any deficiencies in such documents. Company's receipt or review of such documents shall not relieve Attachment Customer from or be deemed a waiver of Attachment Customer's obligations to maintain insurance as provided.
- Attachment Customer shall submit evidence of such coverage(s) to Company prior to the start of any work under the Attachment Customer Agreement and shall notify Company, prior to the commencement of any work pursuant to any statement of work and/or purchase order, of any threatened, pending and/or paid off claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of such coverage(s) inuring to the Company's benefit
- Attachment Customer shall provide notice of any accidents or claims involving Attachment Customer's Attachment or Attachment Customer's work under this Schedule and the Attachment Customer Agreement to the Company's designated representative.

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# **Pole and Structure Attachment Charges**

# 23. PERFORMANCE ASSURANCE

Attachment Customer shall furnish a surety bond at the following times and in the following amounts and for the following purposes:

- (a) During the period of the Attachment Customer's initial installation of its wireline pole attachments and at the time of any expansion involving more than 75 poles, a bond in the amount of \$2,000 for each 100 poles (or fraction thereof) to which the Attachment Customer intends to make a wireline pole attachment;
- (b) Upon satisfactory completion of the Attachment Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);
- (c) After Attachment Customer has been a customer of Company pursuant to the Attachment Agreement and is not in default under that agreement for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof)
- (d) If an Attachment Customer proposes to attach a Wireless Facility or Facilities to a Structure, Attachment Customer shall post a surety bond in the amount of \$1,500 for each pole to which a wireless attachment is attached. The amount of the bond shall not be reduced upon completion of installation or other event.

Each surety bond shall contain the provision that it shall not be terminated prior to six months after Company's receipt of written notice of the desire of the bonding or insurance company to terminate such bond. Company may waive this requirement if an acceptable replacement bond is received before the six months has ended. Upon receipt of such termination notice, Company shall request Attachment Customer to immediately remove its Cables, Wireless Facilities, Attachments and all other facilities from Company Structures. If Attachment Customer should fail to complete the removal of all of its facilities from Company's Structures within 30 days after receipt of such request, then Company may remove Attachment Customer's facilities at Attachment Customer's expense and without liability for any damage to Attachment Customer's facilities. Such bond shall guarantee the payment of any sums which may become due to attachment charges, inspections or work performed by Company under this Schedule or the Attachment Customer Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.

Each surety bond shall be issued by an entity having a minimum corporate debt rating of Aby Standard & Poor's Financial Services LLC at the time of issuance and at all times the relevant bond is outstanding.

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State Regulation and Rates

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 40.19

Standard Rate

#### **PSA**

# **Pole and Structure Attachment Charges**

### 24. NOTICES

Any notice, or request, required by this Schedule or the Attachment Customer Agreement shall be deemed properly given if sent overnight by nationally recognized overnight courier, sent by certified U.S. mail, return receipt requested, postage prepaid, or sent by telecopier with confirmed receipt, to Company's and Attachment Customer's designated representative. The designation of the representative to be notified, his address and/or telecopier number may be changed at any time by similar notice.

### 25. LIENS

To the extent permitted by law, in the event any construction lien or other encumbrance shall be placed on the Attachments as a result of the actions or omissions of Attachment Customer or its Contractor, Attachment Customer shall promptly, in accordance with applicable laws, discharge such lien or encumbrance without cost or expense to Company. Attachment Customer shall indemnify Company for any and all actual damages that may be suffered or incurred by Company in discharging or releasing said lien or encumbrance.

### 26. FORCE MAJEURE

In the event Attachment Customer or Company is delayed in or prevented from performing any of its respective obligations under an Attachment Customer Agreement or this Schedule due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of civil or military authority, government shutdown, fires, floods, earthquakes, fiber, cable or other material failures, shortages or unavailability, delay in delivery not resulting from its failure to timely place orders therefor, lack or delay in transportation, or due to any other causes beyond its reasonable control, then such delay or nonperformance shall be excused.

# 27. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE TO ATTACHMENT CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS SET FORTH IN THIS SECTION 27 SHALL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF COMPANY IN PERFORMING ITS OBLIGATIONS UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE.

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P.S.C. No. 18, Original Sheet No. 41

Standard Rate

# **EVSE Electric Vehicle Supply Equipment**

### **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Available to customers to be served or currently being served under Company's Standard Rate Schedules GS (with energy usage of 500 kWh or higher per month), AES, PS, TODS, TODP, RTS, and FLS, for the purpose of charging electrical vehicles.

Charging station is offered under the conditions set out hereinafter for electric vehicle supply equipment such as, but not limited to, the charging of electric vehicles via street parking, parking lots, and other outdoor areas.

A basic underground service includes the charging station, existing transformer (or secondary pedestal) and 208/240 volt single-phase service, and necessary conductor and equipment typical of an underground service drop. Said service drop can originate from underground or overhead equipment. Company will furnish, own, install, and maintain the charging unit and cable. Customer will furnish, own and install all duct systems and associated equipment.

Where the location of existing facilities is not suitable, and Customer requests service under these conditions, Company may furnish the requested facilities at an additional charge to be determined under the Excess Facilities Rider.

Company will coordinate charging station installation with the Company's current charging station supplier and the Customer. Customer shall be responsible for the charging equipment installation

Service will be provided under written contract, signed by Customer prior to service commencing.

RATE Monthly Charging Unit Fee: Single Charger \$182.61

**Dual Charger** \$306.61<sub>\*</sub>

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State Regulation and Rates

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 41.1

#### Standard Rate

### EVSE Electric Vehicle Supply Equipment

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

### **ENERGY CONSUMPTION**

Determination of energy applies to the non-metered charging station. The applicable fuel clause charge or credit will be based on an annual 5,852 kilowatt-hours.

#### PAYMENT

The EVSE charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

### **TERM OF CONTRACT**

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice. Cancellation by Customer prior to the expiration of the initial term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the initial term of the contract.

# TERMS AND CONDITIONS

- Service shall be furnished under Company's Terms and Conditions set out in this Tariff Book, except as set out herein.
- 2. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for installation.
- The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the Customer. Where attachment of Customer's devices and/or equipment is made to Company facilities, Customer must have an attachment agreement with Company.
- 4. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults.

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Standard Rate

### EVSE Electric Vehicle Supply Equipment

# **TERMS AND CONDITIONS (continued)**

- 5. Customer shall be responsible for the cost of charging station replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal wear and tear. Company may decline to provide or to continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
- 6. If Customer requests the removal of an existing charging station, including, but not limited to, poles, or other supporting facilities that were in service less than twenty (20) years, and requests installation of replacement facilities within five (5) years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
- Temporary suspension of charging station is not permitted. Upon permanent discontinuance
  of service, charging station and other supporting facilities solely associated with providing
  service under this tariff, except underground facilities and pedestals, will be removed.
- 8. Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.
- 9. Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for service shall furnish Company with realistic estimates of prospective electricity requirements.
- Customer shall agree to permit Company to obtain specific charging station usage data directly from the Charging Station Supplier.

# MINIMUM CHARGE

The Monthly Charging Unit Fee shall be the minimum charge.

# DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

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State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 42

# Standard Rate

# EVC **Electric Vehicle Charging**

### **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Available to operators of licensed electric vehicles (EV). EV Customer is defined as the party who owns/operates a licensed electric vehicle, connects that vehicle for the purpose of receiving vehicle charging service to a Company-owned charging station providing service under this schedule, and willingly accepts the Company's fee structure for the vehicle charging service. EVC is offered under the conditions set out hereinafter for the purpose of charging EVs via street parking, parking lots, and other outdoor areas. EV Customers' charging systems must meet applicable charging standards.

Company assumes no liability or responsibility for any potential automotive-related incidents that occur at specific charging locations. EV Customer accepts all restrictions related to the temporary parking space.

RATE

Fee Per Hour:

\$2.85,

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Charging Unit Fee includes an Energy Charge and Adjustment Clauses.

Charging sessions of less than a full hour will be prorated.

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# ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above includes the following:

Fuel Adjustment Clause Sheet No. 85 Off-System Sales Adjustment Clause Sheet No. 88 **Environmental Cost Recovery Surcharge** Sheet No. 87

The bill amount specified above will be increased in accordance with the following:

Franchise Fee Sheet No. 90 School Tax Sheet No. 91

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State Regulation and Rates

Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 42.1

#### Standard Rate

# EVC Electric Vehicle Charging

### **TERMS AND CONDITIONS**

- Service shall be furnished under the following Terms and Conditions and excludes the Company's Terms and Conditions set out in this Tariff Book.
- 2. EV Customer is required to pay by means of credit card or Charging Station Supplier account.
  - Credit Card must be chip enabled (if card is not chip enabled, Customer must call the Charging Station Supplier at toll-free number provided at station), or
  - b. EV Customer is required to open a Charging Station Supplier account and accepts all terms and conditions of Charging Station Supplier.
- 3. Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.
- 4. Company is merely a supplier of electricity delivered to the point of connection of Company's and charging station facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of EV Customer or of third persons resulting from the presence, use or abuse of electricity or resulting from defects in or accidents to any of EV Customer's wiring, equipment, or vehicle, or resulting from any cause whatsoever other than the negligence of Company.
- 5. In no event shall Company have any liability to EV Customer, the owner of a vehicle receiving charging service, or any other party affected by the electrical service to EV Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to EV Customer, the owner of a vehicle receiving charging service, or any other party. In the event that EV Customer's use of Company's service causes damage to Company's property or injuries to persons, EV Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.
- 6. By connecting a vehicle to the Charging Station, the EV Customer represents that the EV Customer is authorized to operate that vehicle and to connect it to the Charging Station for the purpose of receiving vehicle charging service.
- All service and maintenance will be performed only during regular scheduled working hours of Company.

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P.S.C. No. 18, Original Sheet No. 45

#### Standard Rate

## **Special Charges**

The following charges will be applied uniformly throughout Company's service territory. Each charge, as approved by the Public Service Commission, reflects only that revenue required to cover associated expenses.

#### RETURNED PAYMENT CHARGE

In those instances where a customer renders payment to Company which is not honored upon deposit by Company, the customer will be charged \$10.00 to cover the additional processing costs.

## METER TEST CHARGE

Where the test of a meter is performed during normal working hours upon the written request of a customer, pursuant to 807 KAR 5:006, Section 19, and the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1), the customer will be charged \$75.00 to cover the test and transportation costs.

#### DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$28.00 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection is effected. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.

Residential and general service customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$28.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected.

## **METER PULSE CHARGE**

Where a customer desires and Company is willing to provide data meter pulses, a charge of \$15.00 per month per installed set of pulse-generating equipment will be made to those data pulses. Time pulses will not be supplied.

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P.S.C. No. 18, Original Sheet No. 45.1

# Standard Rate

# **Special Charges**

# **UNAUTHORIZED RECONNECT CHARGE**

When the Company determines that Customer has tampered with a meter, reconnected service without authorization from Company that previously had been disconnected by Company, or connected service without authorization from Company, then the following charges shall be assessed for each instance of such tampering or unauthorized reconnection or connection of service:

- 1. A charge of \$70.00 for tampering or an unauthorized connection or reconnection that does not require the replacement of the meter;
- 2. A charge of \$90.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase standard meter;
- A charge of \$110.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Automatic Meter Reading (AMR) meter:
- A charge of \$174.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Automatic Meter System (AMS) meter: or
- 5. A charge of \$177.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a three-phase meter.

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P.S.C. No. 18, Original Sheet No. 50

Standard Rate Rider

CSR<u>-1</u>
Curtailable Service Rider<u>-1</u>

#### **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

This rider shall be limited to customers served under applicable power schedules who contract for not less than 1,000 kVA individually, and executed a contract under this rider prior to <u>July\_1,2017</u>. Company will not enter into contracts for additional curtailable demand, even with customers already participating in this rider, on or after <u>July\_1, 2017</u>.

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#### **CONTRACT OPTION**

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed three hundred and seventy-five (375) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than sixty (60) minutes notice when either requesting or canceling a curtailment.

Company may request at its sole discretion up to 100 hours of physical curtailment per year. Company will request physical curtailment only when (1) all available units have been dispatched or are being dispatched and (2) all off-system sales have been or are being curtailed. Company may also request at its sole discretion up to 275 hours of curtailment per year with a buy-through option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtailable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtailable requirements. Customer's choosing to curtail rather than buy through during any of the 275 hours of Company-requested curtailment with a buy-through option each year shall not reduce, diminish, or detract from the 100 hours of physical curtailment Company may request each year.

Curtailable load and compliance with a request for curtailment shall be measured in one of the following ways:

Option A -- Customer may contract for a given amount of firm demand in kVA. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the actual kWh during any requested curtailment and the contracted firm demand multiplied by the time period (hours) of curtailment [Actual kWh – (firm kVA x hours curtailed)]. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.

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/s/ Robert M. Conroy, Vice President State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 50.1

Standard Rate Rider

## CSR<u>-1</u> Curtailable Service Rider<u>-1</u>

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Option B -- Customer may contract for a given amount of curtailable load in kVA by which Customer shall agree to reduce its demand at any time by such Designated Curtailable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum demand in kVA immediately prior to the curtailment less the designated curtailable load. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtailment and the product of Customer's maximum load immediately preceding curtailment less Customer's designated curtailable load designated in the contract multiplied by the time period (hours) of a requested curtailment {Actual kWh – [(Max kVA preceding – Designated Curtailable kVA) x hours of requested curtailment]}.

Non-compliance for each requested physical curtailment shall be the measured positive value in kVA determined by subtracting (i) Customer's designated curtailable load from (ii) Customer's maximum demand immediately preceding the curtailment and then subtracting such difference from (iii) the Customer's maximum demand during such curtailment.

#### **RATE**

Customer will receive the following credits for curtailable service during the month:

Transmission Voltage Service: \$3.20 per kVA of Curtailable Billing Dem

Primary Voltage Service:

\$3.20 per kVA of Curtailable Billing Demand \$3.31 per kVA of Curtailable Billing Demand

T/R T/R

Non-Compliance Charge: \$16.00 per kVA

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Failure of Customer to curtail when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtailment not met at the applicable standard charges. The Company and Customer may arrange to have installed, at Customer's expense, the necessary telecommunication and control equipment to allow the Company to control Customers' curtailable load. Non-compliance charges will be waived if failure to curtail is a result of failure of Company's equipment; however, non-compliance charges will not be waived if failure to curtail is a result of Customer's equipment. If arrangements are made to have telecommunication and control equipment installed, then backup arrangements must also be established in the event either Company's or Customer's equipment fails.

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Standard Rate Rider

#### **CSR-1** Curtailable Service Rider-1

#### **CURTAILABLE BILLING DEMAND**

For a Customer electing Option A, Curtailable Billing Demand shall be the difference between (a) the Customer's measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M,(EST) and (ii) for the months October continuously through April, from 6 A.M. to 10 P.M, (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtailable Billing Demand shall be the customer Designated Curtailable Load, as described above.

#### AUTOMATIC BUY-THROUGH PRICE

The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:

Automatic Buy-Through Price = NGP x .012000 MMBtu/kWh

Where: NGP is the Cash Price for "Natural Gas, Henry Hub" as posted in The Wall Street Journal on-line for the most recent day for which a price is posted that precedes the day in which the buy-through occurred.

#### CERTIFICATION

Upon commencement of service hereunder, the Customer shall be required to demonstrate or certify to the Company's satisfaction the ability to comply with physical curtailment. On an annual basis, Customer will be required to certify continued capability to reduce its demand pursuant to the amount designated in the contract in the event of a request for curtailment. Failure to demonstrate or certify the capability to reduce demand pursuant to the amount designated in the contract may result in termination of service under this rider.

## TERM OF CONTRACT

The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed reasonably necessary by the size of the load or other conditions.

## **TERMS AND CONDITIONS**

When the Company requests curtailment, upon request by the Customer, the Company shall provide a good-faith, non-binding estimate of the duration of requested curtailment. In addition, upon request by the Company, the Customer shall provide to the Company a good-faith, nonbinding short-term operational schedule for their facility.

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

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Standard Rate Rider

CSR-2

### **Curtailable Service Rider-2**

#### **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

This rider shall be limited to customers served under applicable power schedules who contract for not less than 1,000 kVA individually, and executed a contract under this rider prior to July 1, 2017. Company will not enter into contracts for additional curtailable demand, even with customers already participating in this rider, on or after July 1, 2017.

#### **CONTRACT OPTION**

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed three hundred and seventy-five (375) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time. Company may request or cancel a curtailment at any time during any hour of the year.

Company may request at its sole discretion physical curtailment no more than 20 times per calendar year totaling no more than 100 hours. Company will request physical curtailment only when more than 10 of the Companies' primary combustion turbines (CTs) (those with a capacity greater than 100 MW) are being dispatched, irrespective of whether the Companies are making off-system sales. However, to avoid a physical curtailment a CSR customer may buy through a requested curtailment at the Automatic Buy-Through Price. Any buy-through of a physical curtailment request will not count toward the 100-hour limit or 20-curtailment-request limit, but will count toward the 275 hours under the buy-through option discussed below. If all available units have been dispatched or are being dispatched, the Company may request physical curtailment without a buy-through option. After receiving a physical curtailment request from the Company where a buy-through option is available, a CSR customer will have 10 minutes to inform the Company whether the customer elects to buy through or physically curtail. If the customer elects to physically curtail, the customer will have 30 minutes to carry out the required physical curtailment (i.e., a total of 40 minutes from the time the Company requests curtailment to the time the customer must implement the curtailment). If a customer does not respond within 10 minutes of notice of a curtailment request from the Company, the customer will be assumed to have elected to buy through the requested curtailment, subject to any prior written agreement with the customer. After receiving a physical curtailment request from the Company when no buy-through option is available, a CSR customer will have 40 minutes to carry out the required physical curtailment.

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<u>Standard Rate Rider</u> <u>CSR-2</u>

<u>Curtailable Service Rider-2</u>

Company may also request at its sole discretion up to 275 hours of curtailment per year with a buythrough option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtailable requirements by paying the Automatic BuyThrough Price, as set forth below, for all kilowatt hours of curtailable requirements. Customer's choosing to curtail rather than buy through during any of the 275 hours of Company-requested curtailment with a buy-through option each year shall not reduce, diminish, or detract from the 100 hours of physical curtailment Company may request each year. For such curtailments, Company will give no less than sixty (60) minutes notice when either requesting or canceling a curtailment.

<u>Curtailable load and compliance with a request for curtailment shall be measured in one of the following ways:</u>

Option A -- Customer may contract for a given amount of firm demand in kVA. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the actual kWh during any requested curtailment and the contracted firm demand multiplied by the time period (hours) of curtailment [Actual kWh – (firm kVA x hours curtailed)]. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.

Option B -- Customer may contract for a given amount of curtailable load in kVA by which Customer shall agree to reduce its demand at any time by such Designated Curtailable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum demand in kVA immediately prior to the curtailment less the designated curtailable load. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtailment and the product of Customer's maximum load immediately preceding curtailment less Customer's designated curtailable load designated in the contract multiplied by the time period (hours) of a requested curtailment {Actual kWh — [(Max kVA preceding — Designated Curtailable kVA) x hours of requested curtailment]}.

Non-compliance for each requested physical curtailment shall be the measured positive value in kVA determined by subtracting (i) Customer's designated curtailable load from (ii) Customer's maximum demand immediately preceding the curtailment and then subtracting such difference from (iii) the Customer's maximum demand during such curtailment.

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State Regulation and Rates

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 51.2

<u>Standard Rate Rider</u> <u>CSR-2</u> <u>Curtailable Service Rider-2</u>

### **RATE**

Customer will receive the following credits for curtailable service during the month:

Transmission Voltage Service: \$ 5.90 per kVA of Curtailable Billing Demand
Primary Voltage Service: \$ 6.00 per kVA of Curtailable Billing Demand

Non-Compliance Charge: \$16.00 per kVA

Failure of Customer to curtail when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtailment not met at the applicable standard charges. The Company and Customer may arrange to have installed, at Customer's expense, the necessary telecommunication and control equipment to allow the Company to control Customers' curtailable load. Non-compliance charges will be waived if failure to curtail is a result of failure of Company's equipment; however, non-compliance charges will not be waived if failure to curtail is a result of Customer's equipment. If arrangements are made to have telecommunication and control equipment installed, then backup arrangements must also be established in the event either Company's or Customer's equipment fails.

## **CURTAILABLE BILLING DEMAND**

For a Customer electing Option A, Curtailable Billing Demand shall be the difference between (a) the Customer's measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., (EST) and (ii) for the months October continuously through April, from 6 A.M. to 10 P.M., (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtailable Billing Demand shall be the customer Designated Curtailable Load, as described above.

# **AUTOMATIC BUY-THROUGH PRICE**

The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:

Automatic Buy-Through Price = NGP x .012000 MMBtu/kWh

Where: NGP is the Cash Price for "Natural Gas, Henry Hub" as posted in *The Wall Street Journal* on-line for the most recent day for which a price is posted that precedes the day in which the buy-through occurred.

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P.S.C. No. 18, Original Sheet No. 51.3

<u>Standard Rate Rider</u> <u>CSR-2</u> <u>Curtailable Service Rider-2</u>

## CERTIFICATION

Upon commencement of service hereunder, the Customer shall be required to demonstrate or certify to the Company's satisfaction the ability to comply with physical curtailment. On an annual basis, Customer will be required to certify continued capability to reduce its demand pursuant to the amount designated in the contract in the event of a request for curtailment. Failure to demonstrate or certify the capability to reduce demand pursuant to the amount designated in the contract may result in termination of service under this rider.

#### TERM OF CONTRACT

The minimum original contract period shall be two (2) years and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed reasonably necessary by the size of the load or other conditions.

## **TERMS AND CONDITIONS**

When the Company requests curtailment, upon request by the Customer, the Company shall provide a good-faith, non-binding estimate of the duration of requested curtailment. In addition, upon request by the Company, the Customer shall provide to the Company a good-faith, non-binding short-term operational schedule for their facility.

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

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P.S.C. No. 18, Original Sheet No. 55

Standard Rate Rider

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

#### APPLICABLE:

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy only from the owner of qualifying cogeneration or small power production facilities of 100 kW or less (such owner being hereafter called "Seller") installed on Seller's property to provide all or part of its requirements of electrical energy, or from which facilities Seller may elect to sell to Company all or part of such output of electrical energy.

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under Parallel Operation.

Company will purchase such energy from Seller at the Rate, A or B, set out below and selected as hereafter provided, and under the terms and conditions stated herein. Company reserves the right to change the said Rates, upon proper filing with and acceptance by the jurisdictional Commission.

#### RATE A: TIME-DIFFERENTIATED RATE

 For summer billing months of June, July, August and September, during the hours 9:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours)

\$0.03581 per kWh

 For winter billing months of December, January and February, during the hours 7:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours)

\$0.02796 per kWh

3. During all other hours (off-peak hours)

\$0.03234 per kWh

Determination of On-Peak and Off-Peak Hours: On-peak hours are defined as the hours of 9:01 A.M. through 10:00 P.M., E.D.T. (8:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 1 above), and the hours of 7:01 A.M. through 10:00 P.M., E.D.T. (6:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 2 above). Off-peak hours are defined as all hours other than those listed as on-peak (under 3 above). Company reserves the right to change the hours designated as on-peak from time to time as conditions indicate to be appropriate.

### RATE B: NON-TIME-DIFFERENTIATED RATE

For all kWh purchased by Company

\$0.03231 per kWh

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State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 55.1

Standard Rate Rider

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

#### SELECTION OF RATE AND METERING

Subject to provisions hereafter in this Section relative to payment of costs of metering equipment, either Seller or Company may select Rate A, the Time-Differentiated Rate, for application to Company's said purchases of energy from Seller. If neither Seller nor Company selects Rate A, then Rate B, the Non-Time-Differentiated Rate, shall apply.

If neither Seller nor Company selects Rate A, and Rate B therefore is to apply to such purchases, Company, at Seller's cost, will install, own and operate a non-time-differentiated meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system. Such meter will be tested at intervals prescribed by Commission Regulation, with Seller having a right to witness all such tests; and Seller will pay to Company its fixed cost on such meter and equipment, expense of such periodic tests of the meter and any other expenses (all such costs and expenses, together, being hereafter called "costs of non-time-differentiated metering").

If either Seller or Company selects Rate A to apply to Company's said purchases of energy from Seller, the party (Seller or Company) so selecting Rate A shall pay (a) the cost of a time-differentiated recording meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system, required for the application of Rate A, in excess of (b) the costs of non-time-differentiated metering which shall continue to be paid by Seller.

In addition to metering referred to above, Company at its option and cost may install, own and operate, on Seller's generator, a recording meter to record the capacity, energy and reactive output of such generator at specified time intervals.

Company shall have access to all such meters at reasonable times during Seller's normal business hours, and shall regularly provide to Seller copies of all information provided by such meters.

### **PAYMENT**

Any payment due from Company to Seller will be due be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of Company's reading of meter; provided, however, that, if Seller is a customer of Company, in lieu of such payment Company may offset its payment due to Seller hereunder, against Seller's next bill and payment due to Company for Company's service to Seller as customer.

# PARALLEL OPERATION

Company hereby permits Seller to operate its generating facilities in parallel with Company's system, under the following conditions and any other conditions required by Company where unusual conditions not covered herein arise:

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P.S.C. No. 18, Original Sheet No. 55.2

Standard Rate Rider

SQF

### Small Capacity Cogeneration and Small Power Production Qualifying Facilities

- 1. Prior to installation in Seller's system of any generator and associated facilities which are intended to be interconnected and operated in parallel with Company's system, or prior to the inter-connection to Company's system of any such generator and associated facilities already installed in Seller's system, Seller will provide to Company plans for such generator and facilities. Company may, but shall have no obligation to, examine such plans and disapprove them in whole or in part, to the extent Company believes that such plans and proposed facilities will not adequately assure the safety of Company's facilities or system. Seller acknowledges and agrees that the sole purpose of any Company examination of such plans is the satisfaction of Company's interest in the safety of Company's own facilities and system, and that Company shall have no responsibility of any kind to Seller or to any other party in connection with any such examination. If Seller thereafter proposes any change from such plans submitted to Company, prior to the implementation thereof Seller will provide to Company new plans setting out such proposed change(s).
- 2. Seller will own, install, operate and maintain all generating facilities on its plant site, such facilities to include, but not be limited to, (a) protective equipment between the systems of Seller and Company and (b) necessary control equipment to synchronize frequency and voltage between such two systems. Seller's voltage at the point of interconnection will be the same as Company's system voltage. Suitable circuit breakers or similar equipment, as specified by Company, will be furnished by Seller at a location designated by Company to enable the separation or disconnection of the two electrical systems. Except in emergencies, the circuit breakers, or similar equipment, will be operated only by, or at the express direction of, Company personnel and will be accessible to Company at all times. In addition, a circuit breaker or similar equipment shall be furnished and installed by Seller to separate or disconnect Seller's generator.
- Seller will be responsible for operating the generator and all facilities owned by Seller, except as hereafter specified. Seller will maintain its system in synchronization with Company's system.
- 4. Seller will (<u>a</u>) pay Company for all damage to Company's equipment, facilities or system, and (<u>b</u>) save and hold Company harmless from all claims, demands and liabilities of every kind and nature for injury or damage to, or death of, persons and/or property of others, including costs and expenses of defending against the same, arising in any manner in connection with Seller's generator, equipment, facilities or system or the operation thereof.
- 5. Seller will construct any additional facilities, in addition to generating and associated (interface) facilities, required for interconnection unless Company and Seller agree to Company's constructing such facilities, at Seller's expense, where Seller is not a customer of Company. When Seller is a customer of Company and Company is required to construct facilities different than otherwise required to permit interconnection, Seller shall pay such additional cost of facilities. Seller agrees to reimburse Company, at the time of installation,

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P.S.C. No. 18, Original Sheet No. 55.3

Standard Rate Rider

SQF

#### Small Capacity Cogeneration and Small Power Production Qualifying Facilities

or, if agreed to by both parties, over a period of up to three (3) years, for any facilities including any hereafter required (but exclusive of metering equipment, elsewhere herein provided for) constructed by Company to permit Seller to operate interconnected with Company's system. When interconnection costs are repaid over a period of time, such payments will be made monthly and include interest on the unpaid balance at the percentage rate equal to the capital costs that Company would experience at such time by new financing, based on Company's then existing capital structure, with return on equity to be at the rate allowed in Company's immediately preceding rate case.

- 6. Company will have the continuing right to inspect and approve Seller's facilities, described herein, and to request and witness any tests necessary to determine that such facilities are installed and operating properly; but Company will have no obligation to inspect or approve facilities, or to request or witness tests; and Company will not in any manner be responsible for Seller's facilities or any operation thereof.
- 7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.
- Each, Seller and Company, will designate one or more Operating Representatives for the purpose of contacts and communications between the parties concerning operations of the two systems.
- Seller will notify Company's Energy Control Center prior to each occasion of Seller's generator being brought into or (except in cases of emergencies) taken out of operation.
- 10. Company reserves the right to curtail a purchase from Seller when:
  - (a) the purchase will result in costs to Company greater than would occur if the purchase were not made but instead Company, itself, generated an equivalent amount of energy; or
  - (b) Company has a system emergency and purchases would (or could) contribute to such emergency.

Seller will be notified of each curtailment.

# **TERMS AND CONDITIONS**

Except as provided herein, conditions or operations will be as provided in Company's Terms and Conditions.

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Standard Rate Rider

LQF

Large Capacity Cogeneration and Small Power Production Qualifying Facilities

#### **AVAILABILITY**

In all territory served.

#### APPLICABILITY OF SERVICE

Applicable to any small power production or cogeneration "qualifying facility" with capacity over 100 kW as defined by the Kentucky Public Service Commission Regulation 807 KAR 5:054, and which contracts to sell energy or capacity or both to Company.

#### RATES FOR PURCHASES FROM QUALIFYING FACILITIES

#### **Energy Component Payments**

The hourly avoided energy cost (AEC) in \$ per MWh, which is payable to a QF for delivery of energy, shall be equal to Company's actual variable fuel expenses, for Company-owned coal and natural gas-fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to [AEC x  $E_{QF}$ ], where  $E_{QF}$  is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.

## **Capacity Component Payments**

The hourly avoided capacity cost (ACC) in \$ per MWh, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Company from the inter-utility market (which includes both energy and capacity charges) less Company's actual variable fuel expense (AEC). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to [ACC x CAP<sub>i</sub>], where CAP<sub>i</sub>, the capacity delivered by the QF, is determined on the basis of the system demand (D<sub>i</sub>) and Company's need for capacity in that hour to adequately serve the load.

## Determination of CAPi

For the following determination of CAP<sub>i</sub>,  $C_{KU}$  represents Company's installed or previously arranged capacity at the time a QF signs a contract to deliver capacity;  $C_{QF}$  represents the actual capacity provided by a QF, but no more than the contracted capacity; and  $C_{M}$  represents capacity purchased from the inter-utility market.

- 1. System demand is less than or equal to Company's capacity:  $D_1 \leq C_{KU}; \ CAP_i = 0$
- System demand is greater than Company's capacity but less than or equal to the total of Company's capacity and the capacity provided by a QF:

 $C_{\text{KU}} < D_i \leq \left[C_{\text{KU}} + C_{\text{QF}}\right]; \quad CAP_i = C_{\text{M}}$ 

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Standard Rate Rider

LQF

Large Capacity Cogeneration and Small Power Production Qualifying Facilities

3. System demand is greater than the total of Company's capacity and the capacity provided by a QF:

 $D_i > \left[C_{\text{KU}} + C_{\text{QF}}\right]; \quad CAP_i = C_{\text{QF}}$ 

#### **PAYMENT**

Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within sixteen (16) business days (no less than twenty-two (22) calendar days) of the date the bill is rendered. In lieu of such payment plan, Company will, upon written request, credit the Customer's account for such purchases.

## **TERM OF CONTRACT**

For contracts which cover the purchase of energy only, the term shall be one (1) year, and shall be self-renewing from year-to-year thereafter, unless canceled by either party on one (1) year's written notice

For contracts which cover the purchase of capacity and energy, the term shall be five (5) years.

## **TERMS AND CONDITIONS**

- Qualifying facilities shall be required to pay for any additional interconnection costs, to the extent that such costs are in excess of those that Company would have incurred if the qualifying facility's output had not been purchased.
- A qualifying facility operating in parallel with Company must demonstrate that its equipment is designed, installed, and operated in a manner that insures safe and reliable interconnected operation. A qualifying facility should contact Company for assistance in this regard.
- The purchasing, supplying and billing for service, and all conditions applying hereto, shall be specified in the contract executed by the parties, and are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Terms and Conditions currently in effect, as filed with the Commission.

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Standard Rate Rider

## NMS Net Metering Service

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available to any customer-generator who owns and operates a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Company's electric distribution system to provide all or part of Customer's electrical requirements, and who executes Company's written Application for Interconnection and Net Metering. The generation facility shall be limited to a maximum rated capacity of 30 kilowatts. This Standard Rate Rider is intended to comply with all provisions of the Interconnection and Net Metering Guidelines approved by the Public Service Commission of Kentucky, which can be found on-line at <a href="www.psc.ky.gov">www.psc.ky.gov</a> as Appendix A to the January 8, 2009 Order in Administrative Case No. 2008-00169.

#### **DEFINITIONS**

"Billing period" shall be the time period between the dates on which Company issues the customer's hills

"Billing Period Credit" shall be the electricity generated by the customer that flows into the electric system and which exceeds the electricity supplied to the customer from the electric system during any billing period. A billing period credit is a kWh-denominated electricity credit only, not a monetary credit.

#### **METERING AND BILLING**

Net metering service shall be measured using a single meter or, as determined by Company, additional meters and shall be measured in accordance with standard metering practices by metering equipment capable of registering power flow in both directions for each time period defined by the applicable rate schedule. This net metering equipment shall be provided without any cost to the Customer. This provision does not relieve Customer's responsibility to pay metering costs embedded in the Company's Commission-approved base rates. Additional meters, requested by Customer, will be provided at Customer's expense.

If electricity generated by Customer and fed back to Company's system exceeds the electricity supplied to Customer from the system during a billing period, Customer shall receive a billing-period credit for the net delivery on Customer's bill for the succeeding billing periods. If Customer takes service under a time-of-use or time-of-day rate schedule, Company will apply billing-period credits Customer creates in a particular time-of-day or time-of-use block only to offset net energy consumption in the same time-of-day or time-of-use block in future billing periods; such credits will not be used to offset net energy consumption in other time-of-day or time-of-use blocks in any billing period. Any such unused excess billing-period credits will be carried forward and drawn on by Customer as needed. Unused excess billing-period credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations.

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Standard Rate Rider

## NMS Net Metering Service

#### **NET METERING SERVICE INTERCONNECTION GUIDELINES**

General – Customer shall operate the generating facility in parallel with Company's system under the following conditions and any other conditions required by Company where unusual circumstances arise not covered herein:

- 1. Customer to own, operate, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage.
- Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
- Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.
- Customer agrees to inform Company of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to Company in writing and obtain prior approval from Company.
- 5. Company will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and operating properly; however, Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof.
- 6. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, 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 or willful misconduct of Company.

<u>Level 1</u> – A Level 1 installation is defined as an inverter-based generator certified as meeting the requirements of Underwriters Laboratories Standard 1741 and meeting the following conditions:

- The aggregated net metering generation on a radial distribution circuit will not exceed 15%
  of the line section's most recent one hour peak load. A line section is the smallest part of the
  primary distribution system the generating facility could remain connected to after operation
  of any sectionalizing devices.
- 2. The aggregated net metering generation on a shared singled-phase secondary will not exceed 20 kVA or the nameplate rating of the service transformer.
- A single-phase net metering generator interconnected on the center tap neutral of a 240 volt service shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

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Standard Rate Rider

## NMS Net Metering Service

## **NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)**

- 4. A net metering generator interconnected to Company's three-phase, three-wire primary distribution lines, shall appear as a phase-to-phase connection to Company's primary distribution line.
- A net metering generator interconnected to Company's three-phase, four-wire primary distribution lines, shall appear as an effectively grounded source to Company's primary distribution line.
- 6. A net metering generator will not be connected to an area or spot network.
- There are no identified violations of the applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems".
- 8. Company will not be required to construct any facilities on its own system to accommodate the net metering generator.

Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." Company shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

<u>Level 2</u> – A Level 2 installation is defined as generator that is not inverter-based; that uses equipment not certified as meeting the requirements of Underwriters Laboratories Standard 1741, or that does not meet one or more of the conditions required of a Level 1 net metering generator. A Level 2 Application will be approved if the generating facility meets the Company's technical interconnection requirements. Those requirements are available on line at <a href="https://www.lge-ku.com">www.lge-ku.com</a> and upon request.

Customer desiring a Level 2 interconnection shall submit a "LEVEL 2 - Application for Interconnection and Net Metering." Company shall notify Customer within 30 business days as as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 30 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

Customer submitting a "Level 2 - Application for Interconnection and Net Metering will provide a non-refundable inspection and processing fee of \$100, and in the event that the Company determines an impact study to be necessary, shall be responsible for any reasonable costs of up to \$1,000 of documented costs for the initial impact study.

Additional studies requested by Customer shall be at Customer's expense.

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Standard Rate Rider

## NMS Net Metering Service

#### CONDITIONS OF INTERCONNECTION

Customer may operate his net metering generator in parallel with Company's system when complying with the following conditions:

- 1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by Company's technical interconnection requirements based on IEEE 1547, NEC, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with Company's system. Customer bears full responsibility for the installation, maintenance and safe operation of the net metering generating facility. Upon reasonable request from Company, Customer shall demonstrate compliance.
- 2. Customer shall represent and warrant compliance of the net metering generator with:
  - a) any applicable safety and power standards established by IEEE and accredited testing laboratories:
  - b) NEC, as may be revised from time-to-time;
  - c) Company's rules and regulations and Terms and Conditions, as may be revised by timeto-time by the Public Service Commission of Kentucky;
  - the rules and regulations of the Public Service Commission of Kentucky, as may be revised by time-to-time by the Public Service Commission of Kentucky;
  - e) all other local, state, and federal codes and laws, as may be in effect from time-to-time.
- Any changes or additions to Company's system required to accommodate the net metering generator shall be Customer's financial responsibility and Company shall be reimbursed for such changes or additions prior to construction.
- 4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system.
- 5. Customer shall be responsible for protecting, at Customer's sole cost and expense, the net metering generating facility from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the Company shall be responsible for repair of damage caused to the net metering generator resulting solely from the negligence or willful misconduct on the part of the Company.
- 6. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the net metering generator comply with the requirements of this rate schedule.

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State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 57.4

Standard Rate Rider

## NMS Net Metering Service

## **CONDITIONS OF INTERCONNECTION (continued)**

7. Where required by the Company, Customer shall furnish and install on Customer's side of the point of interconnection a safety disconnect switch which shall be capable of fully disconnecting Customer's net metering generator from Company's electric service under the full rated conditions of Customer's net metering generator. The external disconnect switch (EDS) shall be located adjacent to Company's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the net metering generator is operational.

The disconnect switch shall be accessible to Company personnel at all times. Company may waive the requirement for an external disconnect switch for a net metering generator at its sole discretion, and on a case by case basis.

- 8. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the net metering generator if Company believes that:
  - a) continued interconnection and parallel operation of the net metering generator with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system;
  - the net metering generator is not in compliance with the requirements of this rate schedule, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or
  - c) the net metering generator interferes with the operation of Company's electric system. In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where the Company is unable to immediately isolate or cause Customer to isolate only the net metering generator, Company may isolate Customer's entire facility.
- 9. Customer agrees that, without the prior written permission from Company, no changes shall be made to the generating facility as initially approved. Increases in net metering generator capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in net metering generator capacity is allowed without approval.
- 10. Customer shall protect, indemnify and hold harmless Company and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys' fees, for or on account of any injury or death

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P.S.C. No. 18, Original Sheet No. 57.5

Standard Rate Rider

## NMS Net Metering Service

#### **CONDITIONS OF INTERCONNECTION (continued)**

of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating Customer's net metering generator or any related equipment or any facilities owned by Company except where such injury, death or damage was caused or contributed to by the fault or negligence of Company or its employees, agents, representatives or contractors. The liability of Company to Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which Customer is taking service.

- 11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide Company with proof of such insurance at the time that application is made for net metering.
- 12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 13. Customer's generating facility is transferable to other persons or service locations only after notification to the Company has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the Company will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the Company will notify Customer in writing and list what must be done to place the facility in compliance.
- 14. Customer shall retain any and all Renewable Energy Credits (RECs) generated by Customer's generating facilities.

# TERMS AND CONDITIONS

Except as provided herein, service will be furnished under Company's Terms and Conditions applicable hereto.

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State Regulation and Rates

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 57.6

Deleted: November 23, 2016

Standard Rate Rider

## NMS **Net Metering Service**

# LEVEL 1

Application for Interconnection and Net Metering
Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to:

Kentucky Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY

If you have questions regarding this Application or its status, contact KU at:

502-627-2202 or customer.commitment@lge-ku.com

Customer Name:		Account Number:
Customer Address:		
Customer Phone No.:		
Project Contact Person:		
		ering firms involved in the design and installation of the
Energy Source:SolarWinc	JBioga	sBiomass
Inverter Manufacturer and Model #:		
Inverter Power Rating:	Inverter Voltag	e Rating:
Power Rating of Energy Source (i.e., solar page	anels, wind turbine):	
		g:
Attach documentation showing that inverter is	certified by a nationally recognized t	esting laboratory to meet the requirements of UL 1741.
Attach site drawing or sketch showing location inverter.	n of Utility's meter, energy source, (	(optional: Utility accessible disconnect switch) and
Attach single line drawing showing all electrifuses, breakers, panels, transformers, inverte		ering location to the energy source including switches, nent ratings, and transformer connections.
Expected Start-up Date:	_	

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 57.7

Deleted: November 23, 2016

Standard Rate Rider

## NMS Net Metering Service

## **LEVEL 2**

Application for Interconnection and Net Metering

Use this application form when a generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application, along with an application fee of \$100, to:

Kentucky Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232

If you have questions regarding this Application or its status, contact KU at:

502-627-2202 or customer.commitment@lge-ku.com Customer Name: \_\_\_ Customer Address: Project Contact Person: \_\_\_\_ Phone No.: \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_ Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities: Total Generating Capacity of Generating Facility: Type of Generator: \_\_\_\_Inverter-Based \_\_\_\_Synchronous \_\_\_\_Induction Power Source: \_\_\_\_Solar \_\_\_\_Wind \_\_\_\_Hydro \_\_\_\_Biogas Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following: Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with the Utility's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections. Control drawings for relays and breakers. Site Plans showing the physical location of major equipment. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection. A description of how the generator system will be operated including all modes of operation. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by *a* nationally recognized testing laboratory to meet the requirements of **UL** 1741. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, Xd, & Xd). For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

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Customer Signature:

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P.S.C. No. 18, Original Sheet No. 60

Standard Rate Rider

### EF Excess Facilities

#### **APPLICABILITY**

In all territory served.

## **AVAILABILITY OF SERVICE**

This rider is available for nonstandard service facilities which are considered to be in excess of the standard facilities that would normally be provided by Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.

#### **DEFINITION OF EXCESS FACILITIES**

Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service and where such facilities are dedicated to a specific customer. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

## **EXCESS FACILITIES CHARGE**

Company shall provide normal operation and maintenance of the excess facilities. Should the facilities suffer failure, Company will provide for replacement of such facilities and the monthly charge will be adjusted to reflect the installed cost of the replacement facilities. No adjustment in the monthly charge for a replacement of facilities will be made during the initial five (5) year term of contract.

Customer shall pay for excess facilities by:

(a) making a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With No Contribution-in-Aid-of-Construction

1.24%

(b) making a one-time Contribution-in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With Contribution-in-Aid of-Construction

0.48%

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P.S.C. No. 18, Original Sheet No. 60.1

Standard Rate Rider

EF Excess Facilities

# **PAYMENT**

The Excess Facilities Charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

# TERM OF CONTRACT

The initial term of contract to the customer under this schedule shall be not less than five (5) years. The term shall continue automatically until terminated by either party upon at least one (1) month's written notice.

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P.S.C. No. 18, Original Sheet No. 61

Standard Rate Rider

RC **Redundant Capacity** 

#### **APPLICABLE**

This rate is applicable to customers served under Company's rate schedules which include a demand charge or a special contract including a demand charge.

#### **AVAILABILITY**

Available to customers requesting the reservation of capacity on Company's facilities which are shared by other customers when Company has and is willing to reserve such capacity. Such facilities represent a redundant delivery to provide electric service to the Customer's facility in the event that an emergency or unusual occurrence renders the Customer's principal delivery unavailable for providing service. Where Customer desires to split a load between multiple meters on multiple feeds and contract for Redundant Capacity on those feeds, service is contingent on the practicality of metering to measure any transferred load to the redundant feed.

#### RATE:

<u>Capacity Reservation Charge</u> Secondary Distribution Primary Distribution

\$1.04 per kW/kVA per month \$0.86 per kW/kVA per month

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Applicable to the greater of:

- (1) the highest average load in kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) recorded at either the principal distribution feed metering point or at the redundant distribution feed metering point during any 15-minute interval in the monthly billing period;
- (2) 50% of the maximum demand similarly determined for any of the eleven (11) preceding months; or
- (3) the contracted capacity reservation.

# **TERM OF CONTRACT**

The minimum contract term shall be five (5) years and shall be renewed for one-year periods until either party provides the other with ninety (90) days written notice of a desire to terminate the arrangement. Company may require that a contract be executed for a longer initial term when deemed necessary by the difficulty and/or high cost associated with providing the redundant feed or other special conditions.

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P.S.C. No. 18, Original Sheet No. 65

Standard Rate Rider

IL Jntermittent Loads

Deleted: Rider for

#### APPLICABLE

In all territory served.

## **AVAILABILITY OF SERVICE**

This schedule applies to all loads having a detrimental effect upon the electric service rendered to other customers of Company or upon Company's facilities.

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:006, Section 15(1)(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

#### RATE

- A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider.
- 2. Plus the charges provided for under the rate schedule applicable, including any Basic Service Charge if applicable, Energy Charge, Maximum Load Charge (if load charge rate is used), Fuel Clause and the Minimum Charge under such rate adjusted in accordance with (a) or (b) herein.

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DATE ELLECTIVE. Daily 1, 2017

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State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00370 dated xxxx

P.S.C. No. 18, Original Sheet No. 65.1

Standard Rate Rider

IL

Intermittent Loads

T - Deleted: Rider for

## RATE (continued)

- (a) If rate schedule calls for a minimum based on the total kW of connected load, each kVA of such special equipment shall be counted as one kW connected load for minimum billing purposes
- (b) If rate schedule calls for a minimum based on the 15-minute integrated load, and such loads operate only intermittently so that the kW registered on a standard 15-minute integrated demand meter is small in comparison to the instantaneous load such equipment is capable of imposing, each kVA of such special equipment shall be counted as one-third kW load for minimum billing purposes.

## MINIMUM CHARGE

As determined by this Rider and the Rate Schedule to which it is attached.

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P.S.C. No. 18, Original Sheet No. 66

Standard Rate Rider

TS

Temporary/Seasonal Service

Deleted: Electric

## APPLICABLE

In all territory served.

## **AVAILABILITY OF SERVICE**

This rider is available at the option of Company where:

- Customer's business does not require permanent installation of Company's facilities excluding service provided for construction of permanent delivery points for residences and commercial buildings, and is of such nature to require only seasonal service or temporary service; or
- the service is over 50 kW, provided for construction purposes, and where in the judgment of Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other customers; or
- Customer has need for temporary intermittent use of Company facilities and Company has
  facilities it is willing to provide Customer for installation and operational testing of Customer's
  equipment.

Deleted: where

This service is available for not less than one (1) month (approximately thirty (30) days), but when service is used longer than one (1) month, any fraction of a month's use will be prorated for billing purposes. Where this service is provided under 2 or 3 above, the Company will determine the term of service, which shall not exceed one (1) year.

## CONDITIONS

Company may permit such electric loads to be served on the rate schedule normally applicable, but without requiring a yearly contract and minimum, substituting therefor the following conditions and agreements:

- Customer shall pay Company for all costs of making temporary connections, including cost of
  installing necessary transformers, meters, poles, wire and any other material, and any cost of
  material which cannot be salvaged, and the cost of removing such facilities when load has
  ceased.
- 2. Customer shall pay regular rate of the applicable electric rate schedule.
- 3. Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-salvageable materials outlined in (1) above plus a monthly charge for the salvageable equipment at the Percentage With No Contribution -in-Aid-of-Construction specified on the Excess Facilities Rider, Rate Sheet No. 60.

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P.S.C. No. 18, Original Sheet No. 67

Standard Rate Rider

## **Kilowatt-Hours Consumed By Lighting Units**

## **APPLICABLE**

Determination of energy set out below applies to the Company's non-metered lighting rate schedules.

# **DETERMINATION OF ENERGY CONSUMPTION**

The applicable fuel clause charge or credit will be based on the kilowatt-hours calculated by multiplying the kilowatt load of each light times the number of hours that light is in use during the billing month. The kilowatt load of each light is shown in the section titled RATE. The number of hours a light will be in use during a given month is from dusk to dawn as shown in the following Hours Use Table.

HOURS USE TABLE		
<u>Month</u>	Hours Light Is In Use	
JAN	407	
FEB	344	
MAR	347	
APR	301	
MAY	281	
JUN	257	
JUL	273	
AUG	299	
SEP	322	
OCT	368	
NOV	386	
DEC	415	
TOTAL FOR YEAR	4,000 HRS.	

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State Regulation and Rates

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 70

Standard Rate Rider

SGE Small Green Energy Rider

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Service under this rider is available to customers receiving service under Company's standard RS or GS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

#### **DEFINITIONS**

- a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.
- b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of green power.

#### RATE

Voluntary monthly contributions of any amount in \$5.00 increments

## **TERMS AND CONDITIONS**

- a) Customers may contribute monthly as much as they like in \$5.00 increments (e.g., \$5.00, \$10.00, \$15.00, or more per month). An eligible customer may participate in Company's "Green Energy Program" by making a request to Company's Call Center or through Company's website enrollment form and may withdraw at any time through a request to Company's Call Center. Funds provided by Customer to Company are not refundable.
- b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to pay the amount the customer pledged to contribute may be removed from the "Green Energy Program." Any Customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one (1) year.
- c) Customer will be billed monthly for the amount Customer has pledged to contribute to the "Green Energy Program." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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State Regulation and Rates

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 70.1

Standard Rate Rider

## LGE Large Green Energy Rider

## **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Service under this rider is available to customers receiving service under Company's standard PS, TODS, TODP, RTS, or FLS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

## **DEFINITIONS**

- a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.
- b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of green power.

#### RATE

Voluntary monthly contributions of any amount in \$13.00 increments

## **TERMS AND CONDITIONS**

- a) Customers may contribute monthly as much as they like in \$13.00 increments, (e.g., \$13.00, \$26.00, \$39.00, or more per month). An eligible customer may participate in company's "Green Energy Program" by making a request to the Company and may withdraw at any time through a request to the Company. Funds provided by Customer to Company are not refundable.
- b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to pay the amount the customer pledged to contribute may be removed from the "Green Energy Program." Any customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one (1) year.
- c) Customer will be billed monthly for the amount customer has pledged to contribute to the "Green Energy Program." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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P.S.C. No. 18, Original Sheet No. 71

#### Standard Rate Rider

### EDR Economic Development Rider

#### APPLICABLE

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available as a rider to customers to be served or being served under Company's Standard Rate Schedules TODS, TODP, and RTS to encourage Brownfield Development or Economic Development (as defined herein). Service under EDR is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky.

#### **RATE**

A customer taking service under EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following:

- a) for the twelve consecutive monthly billings of the first contract year, the Total Demand Charge shall be reduced by 50%;
- for the twelve consecutive monthly billings of the second contract year, the Total Demand Charge shall be reduced by 40%;
- c) for the twelve consecutive monthly billings of the third contract year, the Total Demand Charge shall be reduced by 30%;
- d) for the twelve consecutive monthly billings of the fourth contract year, the Total Demand Charge shall be reduced by 20%;
- for the twelve consecutive monthly billings of the fifth contract year, the Total Demand Charge shall be reduced by 10%; and
- f) all subsequent billing shall be at the full charges stated in the applicable rate schedule.

"Total Demand Charge" is the sum of all demand charges, including any credits provided under any other demand applicable rider, before the EDR discounts described above are applied.

### **TERMS AND CONDITIONS**

# **Brownfield Development**

- Service under EDR for Brownfield Development is available to customers locating at sites that have been submitted to, approved by, and added to the Brownfield Inventory maintained by the Kentucky Energy and Environment Cabinet (or by any successor entity created and authorized by the Commonwealth of Kentucky).
- EDR for Brownfield Development is available only to minimum monthly billing loads of 500 kVA or greater where the customer takes service from existing Company facilities.

# Economic Development

- c) Service under EDR for Economic Development is available to:
  - 1) new customers contracting for a minimum monthly billing load of 1,000 kVA; and

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P.S.C. No. 18, Original Sheet No. 71.1

Standard Rate Rider

### **EDR Economic Development Rider**

#### **TERMS AND CONDITIONS**

Economic Development (continued)

- 2) existing customers contracting for a minimum monthly billing load of 1,000 kVA above their Existing Base Load, to be determined as follows:
  - i. Company and the existing customer will determine Customer's Existing Base Load by calculating a 12-month rolling average of measured demand.
  - Company and the existing customer must agree upon the Existing Base Load, which shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under EDR. Once the Existing Base Load's value is thus established, it will not be subject to variation or eligible for service under EDR.
  - This provision is not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer's Existing Base Load. Such EDR service would continue under the terms of the contract already existing between the Company and the customer concerning the affected portion of the customer's Existing Base Load.
- A customer desiring service under EDR for Economic Development must submit an application for service that includes:
  - 1) a description of the new load to be served;
  - 2) the number of new employees, if any, Customer anticipates employing associated with the new load;
  - the capital investment Customer anticipates making associated with the EDR load;
  - a certification that Customer has been qualified by the Commonwealth of Kentucky for benefits under the Kentucky Business Investment Program (KBI), or the Kentucky Industrial Revitalization Act (KIRA), or the Kentucky Jobs Retention Act (KJRA), or other comparable programs approved by the Commonwealth of Kentucky.
- Should Company determine a refundable contribution for the capital investment in Customerspecific facilities required by Company to serve the EDR load would ordinarily be required as set out under Company's Line Extension Plan, I. Special Cases, that amount shall be determined over a fifteen (15) year period and payable at the end of the fifteen (15) year

# General

- Company may offer EDR to qualifying new load only when Company has generating capacity available and the new load will not accelerate Company's plans for additional generating capacity over the life of the EDR contract.
- Customer may request an EDR effective initial billing date that is no later than twelve (12) months after the date on which Company initiates service to Customer.

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P.S.C. No. 18, Original Sheet No. 71.2

Standard Rate Rider

## EDR Economic Development Rider

# General (continued)

- h) Neither the demand charge reduction nor any unjustified capital investment in facilities will be borne by Company's other customers during the term of the EDR contract.
- Company may offer differing terms, as appropriate, under special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer and subject to approval by the Public Service Commission of Kentucky.
- j) In any billing month where Customer's metered load is less than the load required to be eligible for either Brownfield Development or Economic Development, no credit under EDR will be calculated or applied to Customer's billing.

#### **TERM OF CONTRACT**

Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission for a fixed term of not less than ten (10) years and for such time thereafter under the terms stated in the standard rate schedule. A greater term of contract or termination notice may be required because of conditions associated with a Customer's requirements for service. Service will be continued under conditions provided for under the rate schedule to which this Rider is attached after the original term of contract.

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P.S.C. No. 18, Original Sheet No. 72

Standard Rate Rider

SSP Solar Share Program Rider

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

This optional, voluntary service is available to Company's customers taking service under any Standard Rate Schedule except those served under Retail Transmission Service, Fluctuating Load Service, Lighting Service, Restricted Lighting Service, Lighting Energy Service, Traffic Energy Service, Pole and Structure Attachment Charges, Electric Vehicle Supply Equipment, and Electric Vehicle Charging Service rate schedules. The terms and conditions set out herein are available for and applicable to participation in Company's Solar Share Program.

RATE:

**Upfront Fee** 

Subscription Fee \$40.00 per quarter-kW subscribed

**Monthly Charge** 

Solar Capacity Charge \$6.29 per quarter-kW subscribed

**Monthly Credits and Adjustments** 

Solar Energy Credit (per kWh of pro rata energy produced by the Solar Share Facilities; number of kWh eligible for credit limited to customer's net kWh consumption on each bill)

Rate Schedule Credit per kWh RS \$0.03477 \$0.03477 RTOD-Energy RTOD-Demand \$0.03477 VFD \$0.03477 GS \$0.03504 **AES** \$0.03497 PS Secondary \$0.03572 **PS Primary** \$0.03446 **TODS** \$0.03527 **TODP** \$0.03432

Solar FAC Adjustment

Subscriber's billing under Adjustment Clause FAC will be adjusted corresponding to number of kWh to which Solar Energy Credit applies

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P.S.C. No. 18, Original Sheet No. 72.1

Standard Rate Rider

#### SSP Solar Share Program Rider

#### PROGRAM DESCRIPTION

The Solar Share Program is an optional, voluntary program that allows customers to subscribe capacity in the Solar Share Facilities. Each Solar Share Facility will have an approximate direct-current (DC) capacity of 500 kW and will be available for subscription in nominal 250 W (quarter-kW) DC increments. Each subscribing customer ("Subscriber") may subscribe capacity up to an aggregate amount of 500 kW DC, though no Subscriber may subscribe more than 250 kW DC in any single Solar Share Facility. Payment of the Subscription Fee for the amount of capacity a customer seeks to subscribe will be due at the time of subscription. The Subscription Fee is a non-refundable administrative and customer education fee.

After subscribing and paying the Subscription Fee, Subscriber will pay the monthly Solar Capacity Charge for each quarter-kW subscribed beginning with the first billing period in which the subscribed capacity has been in service for the entire billing period. For each such billing period, Subscriber will also receive (i) a bill credit in the amount of the monthly Solar Energy Credit (see Rate above) times the pro rata amount of energy production attributable to Subscriber's subscribed capacity (limited by Subscriber's net kWh consumption for the period being billed) and (ii) a bill adjustment to the Subscriber's Fuel Adjustment Clause (FAC) credits or charges corresponding to the number of kWh for which the Subscriber receives a Solar Energy Credit.

Customers subscribing less than 50 kW DC will not be required to enter into a contract concerning their subscriptions; however, a customer may not reduce or cancel a subscription earlier than 12 months from the date of the customer's most recent change to the customer's subscription level. Therefore, a customer subscribing less than 50 kW has a 12-month commitment from the date of the customer's initial subscription, and may have a longer commitment if the customer subsequently increases subscribed capacity (which a customer may do at any time upon paying a Subscription Fee for the additional capacity) or if the customer chooses to decrease but not cancel the subscription after the initial 12 months. As addressed in Term of Contract below, customers subscribing 50 kW DC or more must enter into a 5-year contract with Company.

# **TERMS AND CONDITIONS**

- Subscriptions will be available on a first-come first-served basis, except that 25% of the capacity of Solar Share Facility No. 1 will be available only to residential customers for the first 45 days of the initial subscription period for new facility. Otherwise, all capacity in the Solar Share Facilities will be available for subscription by all customers on a first-come, first-served basis.
- 2) Individual subscriptions will be available in nominal 250 W DC (quarter-kW) increments.

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P.S.C. No. 18, Original Sheet No. 72.2

Standard Rate Rider

## SSP Solar Share Program Rider

#### TERMS AND CONDITIONS (continued)

- Customer may subscribe as much solar capacity as desired up to an aggregate amount of 500 kW DC. No customer may subscribe more than 250 kW DC in any single Solar Share Facility.
- 4) All Subscription Fees are non-refundable.
- 5) Subject to the restrictions above, Company will fill subscriptions as capacity in the Solar Share Facilities becomes available, and will fill subscriptions in the chronological order in which the subscriptions were made. A Subscriber whose subscription the Company can fulfill only partially may either accept the available capacity and await additional capacity, or decline the partial fulfillment, allowing the next awaiting Subscriber(s) to accept the available capacity. Accepting or declining available capacity will not affect a Subscriber's place in the queue of Subscribers awaiting capacity.
- 6) Customers may not owe any arrearage prior to participating in the Solar Share Program.
- 7) Subscribers' pro-rata share of the electricity produced by the Solar Share Facilities will be determined on a billing cycle basis. The corresponding Solar Energy Credit (per kWh) and Solar FAC Adjustment will appear on the Subscriber's bill.
- 8) Subscriber may continue to participate in the Program without incurring new or additional Subscription Fees if Subscriber changes premises within the combined Kentucky certified electric service territories of Louisville Gas and Electric Company and Kentucky Utilities Company. For clarity, changing premises does not exempt Subscriber from additional Subscription Fees for any additional capacity Subscriber elects to subscribe before, during, or after changing premises.
- 9) Subscribers whose customer accounts are closed for any reason will not be able to remain in the Program. Any such former Subscriber who reestablishes service with Company and seeks again to subscribe will have to pay again the Subscription Fee associated with the amount of capacity desired.
- 10) Unless constrained by contract (see Term of Contract below), Subscriber may decrease or terminate a subscription any time after 12 months following the date of the most recent change to Subscriber's subscription; however, any re-subscription will require Subscriber to pay Subscription Fees for all capacity re-subscribed, as well as for any capacity subscribed beyond Subscriber's original subscription. Similarly, if Subscriber decreases and later increases subscribed capacity, Company will require Subscriber to pay Subscription Fees for the resubscribed capacity as well as any net new capacity subscribed. Decreases in subscribed amounts will not result in refunds of Subscription Fees to Subscriber.
- 11) Unless constrained by contract (see Term of Contract below), Subscriber may also increase subscribed capacity at any time. Increases in subscribed capacity will require payment of additional Subscription Fees.

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P.S.C. No. 18, Original Sheet No. 72.3

Standard Rate Rider

## SSP Solar Share Program Rider

#### **TERMS AND CONDITIONS (continued)**

- 12) Each subscription under the Solar Share Program applies to a particular meter. Subscribers with multiple meters may obtain multiple subscriptions, one per meter. But Company will not aggregate usage across multiple meters for applying credits, charges, or adjustments under Rider SSP; credits, charges, and adjustments under Rider SSP apply only to the meter associated with the subscription. The only exception to this restriction is if Subscriber has more than one meter for a single service, which multiple meters Company installed for its own operating convenience and bills on an aggregated basis in accordance with Company's Terms and Conditions.
- Subscriptions are not transferrable or assignable between customers or between a single customer's meters.
- 14) Subscriber's Solar Energy Credit and corresponding Solar FAC Adjustment will apply each billing cycle to the Subscriber's pro rata amount of AC energy produced by the Solar Share Facilities (truncated to a whole kWh value) or Subscriber's net energy consumption (kWh) for the billing period, whichever is less.
- 15) For all customers taking service under both of Riders NMS and SSP, Company will apply all provisions of Rider NMS to their bills before applying charges and credits under Rider SSP, including applying the Solar Energy Credit and Solar FAC Adjustment to such customers' net energy consumption. Therefore, customers should note that in months in which a customer taking service under Riders SSP and NMS has net zero energy consumption or net energy production under the terms of Rider NMS—including carryover net-energy credits from previous months, if any—the customer will receive zero Solar Energy Credit and Solar FAC Adjustment under Rider SSP. These provisions apply regardless of whether a customer first took service under Rider NMS before taking service under Rider SSP or vice versa, or if a customer began taking service under simultaneously.
- 16) All Renewable Energy Credits ("RECs") related to energy produced by subscribed portions of the Solar Share Facilities will be retired.
- 17) Use of any images of the Solar Share Facilities or use any other of Company's intellectual property requires Company licensing prior to use.
- 18) Service will be furnished under Company's Terms and Conditions except as provided herein.

#### **TERM OF CONTRACT**

Subscriptions of 50 kW DC or more will require a five (5) year non-transferrable, non-assignable contract between Subscriber and Company.

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P.S.C. No. 18, Original Sheet No. 75

Standard Rate Rider

**EVSE-R Electric Vehicle Supply Equipment** 

#### **APPLICABLE**

In all territory served.

## AVAILABILITY OF SERVICE

Available as a rider to customers to be served or currently being served under Company's Standard Rate Schedules, GS (with energy usage of 500 kWh or higher per month), AES, PS, TODS, TODP, RTS, and FLS for the purpose of charging electrical vehicles, whereby the Customer installs and owns facilities on its side of the point of delivery of the energy supplied hereunder necessary to serve Company-provided charging station.

Charging station under this rider is offered under the conditions set out hereinafter for electric vehicle supply equipment such as, but not limited to, the charging of electric vehicles via street parking, parking lots, and other outdoor areas. Customer is responsible for providing the appropriate voltage levels and connections necessary to operate Company-provided charger.

Company will coordinate charging station installation with the Company's current charging station supplier and the Customer. Customer shall be responsible for the charging equipment installation costs.

Service will be provided under written contract, signed by customer prior to service commencing.

RATE

Single Charger

**Dual Charger** 

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Monthly Charging Unit Fee:

\$131.58

\$204.54

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Franchise Fee

Sheet No. 90

School Tax

Sheet No. 91

# **PAYMENT**

The EVSE-R charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

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/s/ Robert M. Conroy, Vice President

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Standard Rate Rider

#### EVSE-R Electric Vehicle Supply Equipment

#### **TERM OF CONTRACT**

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice. Cancellation by Customer prior to the expiration of the initial term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the initial term of the contract.

#### **TERMS AND CONDITIONS**

- Service shall be furnished under Company's Terms and Conditions set out in this Tariff Book, except as set out herein.
- Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for installation.
- 3. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer. Where attachment of Customer's devices and/or equipment is made to Company facilities, Customer must have an attachment agreement with Company.
- All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults.
- 5. Customer shall be responsible for the cost of charging station replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal wear and tear. Company may decline to provide or to continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
- 6. If Customer requests the removal of an existing charging station, including, but not limited to, poles, or other supporting facilities that were in service less than twenty years, and requests installation of replacement facilities within 5 years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
- Temporary suspension of charging station is not permitted. Upon permanent discontinuance of service, charging station and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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Standard Rate Rider

#### EVSE-R Electric Vehicle Supply Equipment

- 8. Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.
- 9. Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for service shall furnish Company with realistic estimates of prospective electricity requirements.
- Customer shall agree to permit Company to obtain specific charging station usage data directly from the Charging Station Supplier.

#### MINIMUM CHARGE

As determined by this Rider and the Rate Schedule to which it is attached.

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

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P.S.C. No. 18, Original Sheet No. 79

Standard Rate

SPS

## SCHOOL POWER SERVICE

## **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rate schedule is available as an option for secondary service P-12 schools subject to KRS 160.325 whose 12-month-average monthly minimum secondary loads exceed 50 kW and whose 12-month-average monthly maximum loads do not exceed 250 kW.

Service under this rate schedule is limited until the total projected revenue impact for customers taking service under SPS and STOD combined is \$750,000 annually compared to the projected annual revenues for the participating schools under the rates under which the schools would otherwise be served; wherein such projected impacts shall be calculated on billing data for the most recent 12-month period available to the Companies. The Kentucky School Boards Association ("KSBA") will be responsible for proposing schools for participation in this optional rate and the order in which such schools are proposed. KU will calculate and provide to KSBA the projected revenue impact of each proposed school.

A customer electing to take service under this rate schedule who subsequently elects to take service under another rate schedule, may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

RATE	Secondary
Basic Service Charge per month:	\$90.00
Plus an Energy Charge per kWh:	\$ 0.03572
Plus a Demand Charge per kW:	_
Summer Rate:	
(Five Billing Periods of May through September)	\$17.89
Winter Rate:	_
(All other months)	\$15.82

Where the monthly billing demand is the greater of:

- a) the maximum measured load in the current billing period but not less than 50 kW, or
   b) a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, or
- c) if applicable, a minimum of 60% of the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

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## <u>Standard Rate</u> <u>SPS</u> <u>SCHOOL POWER SERVICE</u>

## **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.

Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent of the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD).

Adjusted Maximum kW Load for Billing Purposes = Maximum kW Load Measured X 90%

Power Factor (in percent)

#### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

## **LATE PAYMENT CHARGE**

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

## **TERM OF CONTRACT**

Contracts under this rate shall be for an initial term of one (1) year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Standard Rate

#### STOD SCHOOL TIME-OF-DAY SERVICE

## **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rate schedule is available as an option for secondary service P-12 schools subject to KRS 160.325 whose 12-month-average monthly minimum loads exceed 250 kW.

Service under this rate schedule is limited until the total projected revenue impact for customers taking service under SPS and STOD combined is \$750,000 annually compared to the projected annual revenues for the participating schools under the rates under which the schools would otherwise be served; wherein such projected impacts shall be calculated on billing data for the most recent 12-month period available to the Companies. The Kentucky School Boards Association ("KSBA") will be responsible for proposing schools for participation in this optional rate and the order in which such schools are proposed. KU will calculate and provide to KSBA the projected revenue impact of each proposed school.

A customer electing to take service under this rate schedule who subsequently elects to take service under another rate schedule, may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

RATE	Secondary
Basic Service Charge per month:	\$200.00
Plus an Energy Charge per kWh:	\$ 0.03572
Plus a Maximum Load Charge per kW:	
Peak Demand Period:	\$ 5.76
Intermediate Demand Period:	\$ 4.25
Base Demand Period:	\$ 4.83

#### Where

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kW, or
- b) the highest measured load in the preceding eleven (11) monthly billing periods, or
- c) the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

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<u>Standard Rate</u> <u>STOD</u> <u>SCHOOL TIME-OF-DAY SERVICE</u>

# ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

## **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month. Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent, at the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD)

Adjusted Maximum kW Load for Billing Purposes = Maximum kW Load Measured x 90%

Power Factor (in percent)

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# P.S.C. No. 18, Original Sheet No. 80.2

<u>Standard Rate</u> <u>STOD</u> <u>SCHOOL TIME-OF-DAY SERVICE</u>

## **RATING PERIODS**

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

## Summer peak months of May through September

	Base	Intermediate	Peak
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours	<del></del>	

## All other months of October continuously through April

	Base	Intermediate	Peak
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M 12 Noon
Weekends	All Hours		

## **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

## **LATE PAYMENT CHARGE**

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

# TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. No. 18, Original Sheet No. 81

Standard Rate

OSL

# OUTDOOR SPORTS LIGHTING SERVICE

# <u>APPLICABL</u>E

In all territory served.

## **AVAILABILITY OF SERVICE**

This rate schedule is available as an optional pilot program for secondary and primary service used by a customer for lighting specifically designed for outdoor fields which are normally used for organized competitive sports. Service under this rate schedule is limited to a maximum of twenty customers. Company will accept customers on a first-come-first-served basis.

#### RATE

Basic Service Charge per month:	Secondary \$90.00	Primary \$240.00
Plus an Energy Charge per kWh of:	\$ 0.03571	\$ 0.03472
Plus a Maximum Load Charge per kW of: Peak Demand Period		
Base Demand Period	\$ 16.15 \$ 2.73	\$ 16.32 \$ 2.75

#### Where:

the monthly billing demand for the Peak Demand Period is the greater of:

- a) the maximum measured load in the billing period, or
- b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods.
- the monthly billing demand for the Base Demand Period is the greater of:
  - a) the maximum measured load in the billing period, or
  - b) the highest measured load in the preceding eleven (11) monthly billing periods, or
  - c) if applicable, the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

## **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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#### P.S.C. No. 18, Original Sheet No. 81.2 N

<u>Standard Rate</u> <u>OSL</u> <u>OUTDOOR SPORTS LIGHTING SERVICE</u>

## **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.

#### RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	Base	Peak
Weekdays	All Hours	1 P.M. – 7 P.M.
Weekends	All Hours	<del></del>

All other months of October continuously through April

	Base	Peak
Weekdays	All Hours	6 A.M 12 Noon
Mookondo	All Hours	

Weekends All Hours

#### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# **LATE PAYMENT CHARGE**

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

# **TERM OF CONTRACT**

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. No. 18, Original Sheet No. 85

**Adjustment Clause** 

FAC Fuel Adjustment Clause

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

This schedule is mandatory to all electric rate schedules.

(1) The charge per kWh delivered under the rate schedules to which this fuel clause is applicable shall be increased or decreased during each month in accordance with the following formula:

Adjustment Factor =  $\frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$ 

where "F" is the expense of fossil fuel and "S" is the kWh sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all as set out below.

- (2) Fuel costs (F) shall be the most recent actual monthly cost of:
  - (a) Fossil fuel consumed in the utility's own plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation; plus
  - (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute for the forced outages; plus
  - (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
  - (d) The cost of fossil fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
  - (e) All fuel costs shall be based on weighted average inventory costing.

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P.S.C. No. 18, Original Sheet No. 85.1

#### **Adjustment Clause**

#### FAC **Fuel Adjustment Clause**

- (3) Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel cost (F) in subsection (2)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.
- (4) Sales (S) shall be all kWh sold, excluding inter-system sales. Where, for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to in subsection (2)(d) above, less (vi) total system losses. Utility used energy shall not be excluded in the determination of sales (S).
- (5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of FERC Uniform System of Accounts for Public Utilities and Licensees.
- (6) Base (b) period shall be May 2011, and the base fuel factor is \$0.02892 per kWh.
- (7) Current (m) period shall be the second month preceding the month in which the Fuel Clause Adjustment Factor is billed.
- (8) Pursuant to the Public Service Commission's Orders in Case No. 2012-00552 dated May 17, 2013, and May 29, 2013, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle for July 2013, which begins June 26, 2013.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: With Bills Rendered On and After

June 26, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

Issued by Authority of Orders of the Public Service Commission in Case No. 2012-00552 dated May 17, 2013 and May 29, 2013

P.S.C. No. 18, Original Sheet No. 86

**Adjustment Clause** 

## DSM

## **Demand-Side Management Cost Recovery Mechanism**

#### APPLICABLE

In all territory served.

## **AVAILABILITY OF SERVICE**

This schedule is mandatory to Residential Service Rate RS, Residential Time-of-Day Energy Rate RTOD-Energy, Residential Time-of-Day Demand Rate RTOD-Demand, Volunteer Fire Department Service Rate VFD, General Service Rate GS, All Electric School Rate AES, Power Service Rate PS, Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Retail Transmission Service Rate RTS. Industrial customers who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism. For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes that create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32, and 33. All other non-residential customers will be defined as "commercial."

#### RATE

The monthly amount computed under each of the rate schedules to which this Demand-Side Management Cost Recovery Mechanism is applicable shall be increased or decreased by the DSM Cost Recovery Component (DSMRC) at a rate per kilowatt hour of monthly consumption in accordance with the following formula:

DSMRC = DCR + DRLS + DSMI + DBA + DCCR

Where:

## DCR = DSM COST RECOVERY

The DCR shall include all expected costs that have been approved by the Commission for each twelve-month period for demand-side management programs that have been developed through a collaborative advisory process ("approved programs"). Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees, and administrative expenses, will be recovered through the DCR. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated budget from each program. The cost of approved programs shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DCR for each such rate class.

# DRLS = DSM REVENUE FROM LOST SALES

Revenues from lost sales due to DSM programs implemented on and after the effective date of this tariff will be recovered as follows:

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State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 86.1

**Adjustment Clause** 

#### DSM

#### **Demand-Side Management Cost Recovery Mechanism**

#### RATE (continued)

- 1) For each upcoming twelve-month period, the estimated reduction in customer usage (in kWh) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per kWh for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the Residential, Residential Time-of-Day Energy Service, Volunteer Fire Department, General Service, and All Electric School customer classes is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, RTOD-Energy, VFD, GS, and AES rate schedules in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (rate schedules RTOD-Demand, PS, TODS, TODP, and RTS) is defined as the weighted average price per kWh represented by the composite of the expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.
- 2) The lost revenues for each customer class shall then be divided by the estimated class sales (in kWh) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenue from lost sales calculated for a twelve-month period shall be included in the DRLS for 36 months or until implementation of new rates pursuant to a general rate case, whichever comes first. Revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales

Revenues collected hereunder are based on engineering estimates of energy savings, expected program participation, and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the DSM Balance Adjustment (DBA) component.

A program evaluation vendor will be selected to provide evaluation criteria against which energy savings will be estimated for that program. Each program will be evaluated after implementation and any revision of the original engineering estimates will be reflected in both (a) the retroactive true-up provided for under the DSM Balance Adjustment and (b) the prospective future lost revenues collected hereunder.

# DSMI = DSM INCENTIVE

For all Energy Impact Programs except Direct Load Control, the DSM incentive amount shall be computed by multiplying the net resource savings expected from the approved

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P.S.C. No. 18, Original Sheet No. 86.2

**Adjustment Clause** 

DSM

#### **Demand-Side Management Cost Recovery Mechanism**

programs that are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings. For the Energy Education Program, the DSM incentive amount shall be computed by multiplying the annual cost of the approved program times five (5) percent.

The DSM incentive amount related to programs for Residential Service Rate RS, Residential Time-of-Day Energy Service Rate RTOD-Energy, Residential Time-of-Day Demand Service Rate RTOD-Demand, Volunteer Fire Department Rate VFD, General Service Rate GS, All Electric School Rate AES, Power Service Rate PS, Time-of-day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Retail Transmission Service Rate RTS shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSM incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

#### DBA = DSM BALANCE ADJUSTMENT

The DBA shall be calculated on a calendar-year basis and is used to reconcile the difference between the amount of revenues actually billed through the DCR, DRLS, DSMI, DCCR, and previous application of the DBA and the revenues that should have been billed, as follows:

- For the DCR, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the DCR unit charge and the actual cost of the approved programs during the same twelve-month period.
- 2) For the DRLS the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DRLS unit charge and the amount of lost revenues determined for the actual DSM measures implemented during the twelve-month period.
- 3) For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.
- 4) For the DBA, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DBA and the balance adjustment amount established for the same twelve-month period.

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State Regulation and Rates

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 86.3

**Adjustment Clause** 

#### DSM

## **Demand-Side Management Cost Recovery Mechanism**

The balance adjustment amounts determined on the basis of the above paragraphs (1)-(4) shall include interest applied to the monthly amounts, such interest to be calculated at a rate equal to the average of the "Three-Month Commercial Paper Rate" for the immediately preceding twelve-month period. The total of the balance adjustment amounts shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DBA for such rate class. DSM balance adjustment amounts will be assigned for recovery purposes to the rate classes for which over- or under-recoveries of DSM amounts were realized.

## DCCR = DSM CAPITAL COST RECOVERY

The DCCR component is the means by which the Company recovers its capital investments made for DSM programs, as well as an approved rate of return on such capital investments. The Company calculates the DCCR component as follows:

$$DCCR = [(RB) (ROR + (ROR - DR) (TR / (1 - TR))] + OE$$

- a) RB is the total rate base for DCCR projects.
- b) ROR is the overall rate of return on DSM Rate Base (RB).
- c) DR is the composite debt rate (i.e., the cost of short- and long-term debt) embedded in ROR.
- TR is the composite federal and state income tax rate that applies to the equity return component of ROR.
- e) OE is the sum of the capital-related operating expenses (i.e., depreciation and amortization expense, property taxes, and insurance expense) of the DSM projects to which DCCR applies.

The Company then allocates the DCCR component to the rate class(es) benefitting from the Company's various DSM-related capital investment(s).

## CHANGES TO DSMRC

Modifications to components of the DSMRC shall be made at least thirty days prior to the effective period for billing. Each filing shall include the following information as applicable:

- A detailed description of each DSM program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies that have been performed, as available.
- A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA, DCCR, and DSMRC.

Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.

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State Regulation and Rates
Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 86.4

**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

#### PROGRAMMATIC CUSTOMER CHARGES

#### **Residential Customer Program Participation Incentives:**

The following Demand Side Management programs are available to residential customers receiving service from the Company on the RS, RTOD-Energy, RTOD-Demand, and VFD Standard Electric Rate Schedules.

#### Residential Load Management / Demand Conservation

The Residential Load Management / Demand Conservation Program employs switches in homes to help reduce the demand for electricity during peak times. The program communicates with the switches to cycle central air conditioning units, heat pumps, electric water heaters, and pool pumps off and on through a predetermined sequence. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.8.

## Residential Conservation / Home Energy Performance Program

The on-site audit offers a comprehensive audit from a certified auditor and incentives for residential customers to support the implementation of energy saving measures for a fee of \$25. Customers are eligible for incentives of \$150 or \$1,000 based on customer purchased and installed energy efficiency measures and validated through a follow-up test.

## Residential Low Income Weatherization Program (WeCare)

The Residential Low Income Weatherization Program (WeCare) is an education and weatherization program designed to reduce energy consumption of LG&E's low-income customers. The program provides energy audits, energy education, and blower door tests, and installs weatherization and energy conservation measures. Qualified customers could receive energy conservation measures ranging from \$0 to \$2,100 based upon the customer's most recent twelve month energy usage and results of an energy audit.

# **Smart Energy Profile**

The Smart Energy Profile Program provides a portion of KU's highest consuming residential customers with a customized report of tips, tools and energy efficiency programming recommendations based on individual household energy consumption. These reports are benchmarked against similar local properties. The report will help the customer understand and make better informed choices as it relates to energy usage and the associated costs. Information presented in the report will include a comparison of the customer's energy usage to that of similar houses (collectively) and a comparison to the customer's own energy usage in the prior year.

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P.S.C. No. 18, Original Sheet No. 86.5

**Adjustment Clause** 

#### DSM

## **Demand-Side Management Cost Recovery Mechanism**

#### **Residential Incentives Program**

The Residential Incentives Program encourages customers to purchase and install various ENERGY STAR® appliances, HVAC equipment, or window films that meet certain requirements, qualifying them for an incentive as noted in the table below.

Category	Item	Incentive
90	Heat Pump Water Heaters (HPWH)	\$300 per qualifying item purchased
Appliances	Washing Machine	\$75 per qualifying item purchased
喜	Refrigerator	\$100 per qualifying item purchased
Ē,	Freezer	\$50 per qualifying item purchased
<	Dishwasher	\$50 per qualifying item purchased
Window Film	Window Film	Up to 50% of materials cost only; max of \$200 per customer account; product must meet applicable criteria.
AC	Central Air Conditioner	\$100 per Energy Star item purchased plus an additional \$100 per SEER improvement above minimum
HVAC	Electric Air-Source Heat Pump	\$100 per Energy Star item purchased plus additional \$100 per SEER improvement above minimum

## Residential Refrigerator Removal Program

The Residential Refrigerator Removal Program is designed to provide removal and recycling of working, inefficient secondary refrigerators and freezers from KU customer households. Customers participating in this program will be provided a one-time incentive. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No.86.8

# **Customer Education and Public Information**

This program helps customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through three processes: a mass-media campaign, an elementary- and middle-school program, and training for home construction professionals. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.

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P.S.C. No. 18, Original Sheet No. 86.6

**Adjustment Clause** 

**DSM** 

#### **Demand-Side Management Cost Recovery Mechanism**

#### **Residential Advanced Metering Systems Incentives:**

The following Demand Side Management offering is available to residential customers receiving service from the Company on the RS Rate Schedule.

#### **Advanced Metering Systems**

The Advanced Metering Systems offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The Program employs advanced meters to communicate hourly consumption data to customers through a website.

#### **Commercial Customer Program Participation Incentives:**

The following Demand Side Management programs are available to commercial customers receiving service from the Company on the GS, AES, PS, TODS, TODP, and RTS Standard Electric Rate Schedules.

#### Commercial Load Management / Demand Conservation

The Commercial Load Management / Demand Conservation Program employ switches or interfaces to customer equipment, in small and large commercial businesses to help reduce the demand for electricity during peak times. The Program communicates with the switches or interface to cycle equipment. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.8.

# **Commercial Conservation / Commercial Incentives**

The Commercial Conservation / Commercial Incentive Program is designed to increase the implementation of energy efficiency measures by providing financial incentives to assist with the replacement of aging and less efficient equipment and for new construction built beyond code requirements. The Program also offers an online tool providing recommendations for energy-efficiency improvements. Incentives available to all commercial customers are based upon a \$100 per kW removed for calculated efficiency improvements. A prescriptive list provides customers with incentive values for various efficiency improvement projects. Additionally, a custom rebate is available based upon company engineering validation of sustainable kW removed. New construction rebates are available on savings over code plus bonus rebates for LEED certification.

- Maximum annual incentive per facility is \$50,000
- Customers can receive multi-year incentives in a single year where such multi-year incentives do not exceed the aggregate of \$100,000 per facility and no incentive was provided in the immediately preceding year
- Applicable for combined Prescriptive, Custom and New Construction Rebates

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**Adjustment Clause** 

DSM

## **Demand-Side Management Cost Recovery Mechanism**

#### **Customer Education and Public Information**

This program helps customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through three processes: a mass-media campaign, an elementary- and middle-school program, and training for home construction professionals. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.

# **School Energy Management Program**

The School Energy Management program will facilitate the hiring and retention of qualified, trained energy specialists by public school districts to support facilitation of energy efficiency measures for public and independent schools under KRS 160.325.

#### **Commercial Advanced Metering Systems Incentives:**

The following Demand Side Management offering is available to residential customers receiving service from the Company on the GS Rate Schedule.

#### **Advanced Metering Systems**

The Advanced Metering Systems offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The Program employs advanced meters to communicate hourly consumption data to customers through a website.

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P.S.C. No. 18, Original Sheet No. 86.8

**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

#### **Current Program Incentive Structures**

## **Residential Load Management / Demand Conservation**

## **Switch Option:**

- \$5/month bill credit for June, July, August, and September per air conditioning unit or heat pump on single family home.
- \$2/month bill credit for June, July, August, and September per electric water heater (40 gallon minimum) or swimming pool pump on single family home.
- If new customer registers by December 31, 2017, then a \$25 gift card per airconditioning unit or heat pump, water-heater (40 gallon minimum) and/or
  swimming pool pump switch installed.
  - Customers in a tenant-landlord relationship will receive the entire \$25 new customer incentive.

## **Multi-family Option:**

- Tenant \$2/month bill credit per customer for June, July, August, and September per air conditioning unit, heat pump, or electric water heater (40 gallon minimum).
- Entire Complex Enrollment Property owner receives \$2/month incentive per air conditioning or heat pump switch to the premise owner for June, July, August, and September.
- If new customer registers by December 31, 2017 then a \$25 gift card per airconditioning unit or heat pump installed, where:
  - Customers in a tenant/property owner relationship where the entire complex participates, the property owner will receive a \$25 bonus incentive per air conditioning unit, heat pump, or water heater (40 gallon minimum).
     Customers in a tenant-landlord relationship where only a portion of the
  - Customers in a tenant-landlord relationship where only a portion of the complex participates, the tenant will receive a \$25 gift card new customer incentive.

# Residential Refrigerator Removal Program

The program provides \$50 per working refrigerator or freezer.

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P.S.C. No. 18, Original Sheet No. 86.9

**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

# **Commercial Load Management / Demand Conservation**

#### **Switch Option**

 \$5 per month bill credit for June, July, August, and September for air conditioning units up to 5 tons. An additional \$1 per month bill credit for each additional ton of air conditioning above 5 tons based upon unit rated capacity.

# **Customer Equipment Interface Option**

The Company will offer a Load Management / Demand Response program tailored to a commercial customer's ability to reduce load. Program participants must commit to a minimum of 50 kW demand reduction per control event.

- \$25 per kW for verified load reduction during June, July, August, and September.
- The customer will have access to at least hourly load data for every month of the year which they remain enrolled in the program.
- Additional customer charges may be incurred for metering equipment necessary for this program at costs under other tariffs.

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P.S.C. No. 18, Original Sheet No. 86.10

**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

# **Monthly Adjustment Factors**

Energy Service Rate RTOD-Energy, Residential Time-of-Day Demand Service Rate RTOD-Demand, and Volunteer Fire Department Service Rate VFD  DSM Cost Recovery Component (DCR) DSM Revenues from Lost Sales (DRLS) DSM Incentive (DSMI) DSM Capital Cost Recovery Component (DCCR) DSM Balance Adjustment (DBA) Total DSMRC for Rates RS, RTOD-Energy, RTOD-Demand, and VFD  General Service Rate GS* DSM Cost Recovery Component (DCR)	Energy Charge \$ 0.00183, per kWh \$ 0.00000, per kWh \$ 0.00003, per kWh \$ 0.00107, per kWh \$ (0.00003) per kWh \$ 0.00290, per kWh Energy Charge \$ 0.00096, per kWh	Deleted: 00172 Deleted: 00024 Deleted: 00008 Deleted: 00100 Deleted: 00051 Deleted: 00253 Deleted: 00102
DSM Revenues from Lost Sales (DRLS)	\$ 0. <u>00000</u> , per kWh	Deleted: 00030
DSM Incentive (DSMI) DSM Capital Cost Recovery Component (DCCR)	\$ 0.00004 per kWh \$ 0.00017, per kWh	Deleted: 00026
DSM Balance Adjustment (DBA)	\$ 0.00025, per kWh	
Total DSMRC for Rate GS	\$ 0. <u>00142</u> , per kWh	Deleted: 00012
All Floatric Cohool Date AFC	France Charge	Deleted: 00174
All Electric School Rate AES  DSM Cost Recovery Component (DCR)	Energy Charge \$ 0.00030, per kWh	Deleted: 00033
DSM Revenues from Lost Sales (DRLS)	\$ 0.00000, per kWh	Deleted: 00009
DSM Incentive (DSMI) DSM Capital Cost Recovery Component (DCCR) DSM Balance Adjustment (DBA)	\$ 0.00001 per kWh \$ 0.00058 per kWh \$ 0.00006 per kWh	Deleted: (
Total DSMRC for Rate AES	\$ 0.00095, per kWh	Deleted: 0.00008)
Power Service Rate PS*, Time of Day Secondary Service		Deleted: 00093
Power Service Rate PS , Time of Day Secondary Service Rate TODS*, Time-of-Day Primary Service Rate TODP*, and Retail Transmission Service Rate RTS*	Energy Charge	Deleted. 00000
DSM Cost Recovery Component (DCR)	\$ 0. <u>00030</u> , per kWh	Deleted: 00034
DSM Revenues from Lost Sales (DRLS)	\$ 0. <u>00000</u> , per kWh	Deleted: 00009
DSM Incentive (DSMI) DSM Capital Cost Recovery Component (DCCR)	\$ 0.00001, per kWh \$ 0.00025, per kWh	Deleted: 00002
DSM Balance Adjustment (DBA)	\$ 0.00025, per kwn   \$,0.00003 per kWh	Deleted: 00026
Total DSMRC for Rates PS, TODS, TODP and RTS	\$ 0.00059, per kWh	Deleted: (0.00029)
		Deleted: 00042
* These charges do not apply to industrial customers taking service under the Company currently does not offer industrial DSM programs.	hese rates because the	Deleted: 00042
E OF ISSUE: XXXX, 2017		Deleted: November 23, 2016

ISSUED BY:

/s/ Robert M. Conroy, Vice President State Regulation and Rates

Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00370 dated xxxx,

Deleted: 2015-00398 dated March 31, 2016

P.S.C. No. 18, Original Sheet No. 87

Adjustment Clause

ECR

# **Environmental Cost Recovery Surcharge**

#### **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

This schedule is mandatory to all Standard Electric Rate Schedules listed in Section 1 of the General Index except PSA and Special Charges, all Pilot Programs listed in Section 3 of the General Index, and the FAC (including the Off-System Sales Tracker) and DSM Adjustment Clauses. Standard Electric Rate Schedules subject to this schedule are divided into Group 1 or Group 2 as follows:

Group 1: Rate Schedules RS; RTOD-Energy; RTOD-Demand; VFD; AES; LS; RLS; LE; and TE. Group 2: Rate Schedules GS; PS; TODS; TODP; RTS; FLS; EVSE; and EVC.

The monthly billing amount under each of the schedules to which this mechanism is applicable, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

Group Environmental Surcharge Billing Factor = Group E(m) / Group R(m)

As set forth below, Group E(m) is the sum of Jurisdictional E(m) of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month allocated to each of Group 1 and Group 2. Group R(m) for Group 1 is the 12-month average revenue for the current expense month and for Group 2 it is the 12-month average non-fuel revenue for the current expense month.

# **DEFINITIONS**

- 1) For all Plans, E(m) = [(RB/12) (ROR + (ROR DR) (TR / (1 TR))] + OE EAS + BR
  - a) RB is the Total Environmental Compliance Rate Base.
  - b) ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall rate of return [cost of short-term debt, long-term debt, preferred stock, and common equity].
  - DR is the Debt Rate [cost of short-term debt, and long-term debt].
  - TR is the Composite Federal and State Income Tax Rate.
  - e) OE is the Operating Expenses. OE includes operation and maintenance expense recovery authorized by the K.P.S.C. in all approved ECR Plan proceedings.
  - EAS is the total proceeds from emission allowance sales.
  - BR is the operation and maintenance expenses, and/or revenues if applicable, associated with Beneficial Reuse.
  - Plans are the environmental surcharge compliance plans submitted to and approved by the Kentucky Public Service Commission pursuant to KRS 278.183.

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DATE EFFECTIVE: July 1, 2017

**ISSUED BY:** /s/ Robert M. Conroy, Vice President

> State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00370 dated xxxx

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P.S.C. No. 18, Original Sheet No. 87.1

**Adjustment Clause** 

## ECR Environmental Cost Recovery Surcharge

#### **DEFINITIONS** (continued)

- 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor. Jurisdictional E(m) is adjusted for any (Over)/Under collection or prior period adjustment and by the subtraction of the Revenue Collected through Base Rates for the Current Expense month to arrive at Adjusted Net Jurisdictional E(m). Adjusted Net Jurisdictional E(m) is allocated to Group 1 and Group 2 on the basis of Revenue as a Percentage of Total Revenue for the 12 months ending with the Current Month to arrive at Group 1 E(m) and Group 2 E(m).
- 3) The Group 1 R(m) is the average of total Group 1 monthly base revenue for the 12 months ending with the current expense month. Base revenue includes the customer, energy, and lighting charges for each rate schedule included in Group 1 to which this mechanism is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 1.
- 4) The Group 2 R(m) is the average of total Group 2 monthly base non-fuel revenue for the 12 months ending with the current expense month. Base non-fuel revenue includes the customer, non-fuel energy, and demand charges for each rate schedule included in Group 2 to which this mechanism is applicable and automatic adjustment clause revenues for the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 2. Non-fuel energy is equal to the tariff energy rate for each rate schedule included in Group 2 less the base fuel factor as defined on Sheet No. 85.1, Paragraph 6.
- 5) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 88

**Adjustment Clause** 

OSS Off-System Sales Adjustment Clause

#### APPLICABLE.

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is mandatory to all electric rate schedules that are subject to the Fuel Adjustment Clause.

# RATE

The monthly OSS Adjustment Factor per kWh delivered under each of the schedules to which this mechanism is applicable shall be calculated in accordance with the following formula:

OSS Adjustment Factor =  $0.75 \times [(P(m) / S(m))]$ 

Where "P" is the net eligible margins from off-system power sales and "S" is the kWh sales in the current period (m) as defined in 807 KAR 5:056. The OSS Adjustment Factor will be applied as set out below.

- 1) The monthly OSS Adjustment Factor will be combined with the monthly FAC factor and billed
- Current expense month (m) shall be the second month preceding the month in which the combined FAC and OSS factor is billed.
- 3) The combined monthly FAC and OSS factor shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data and information as may be required by the Commission.

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DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00371 dated June 30, 2015

P.S.C. No. 18, Original Sheet No. 90

**Adjustment Clause** 

FF Franchise Fee Rider

#### APPLICABLE

In all territory served.

## **AVAILABILITY OF SERVICE**

Available as an option for collection of revenues within governmental jurisdictions which impose on Company franchise fees, permitting fees, local taxes or other charges by ordinance, franchise, or other governmental directive and not otherwise collected in the charges of Company's base rate schedules.

#### **DEFINITIONS**

Base Year - the twelve month period ending November 30.
Collection Year - the full calendar year following the Base Year.
Base Year Amount -

- 1) a percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- 2) license fees, permit fees, or other costs specifically borne by Company for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to Company by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by Company as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by Company in accordance with applicable Rules and Regulations approved by and under the direction of the Kentucky Public Service Commission; and
- any adjustment for over or under collection of revenues associated with the amounts in 1) or 2).

## RATE

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

# **BILLING**

- The franchise charge will be applied exclusively to the base rate and all riders of bills of customers receiving service within the franchising governmental jurisdiction, before taxes.
- The franchise charge will appear as a separate line item on the Customer's bill and show the unit of government requiring the franchise.
- 3) Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.
- 4) At its option, a governmental body imposing a franchise fee shall not be billed for that portion of a franchise fee, applied to services designated by the governmental body, that would ultimately be repaid to the governmental body.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: May 26, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 90.1

**Adjustment Clause** 

FF Franchise Fee Rider

## **TERM OF CONTRACT**

As agreed to in the franchise agreement. In the event such franchise agreement should lapse but payment of franchise fees, other local taxes, or permitting fees paid by Company by ordinance, franchise, or other governmental directive should continue, collection shall continue under this tariff.

#### **TERMS AND CONDITIONS**

Service will be furnished in accordance with the provisions of the franchise agreement in so far as those provisions do not conflict with the Terms and Conditions applicable to Company approved by and under the direction of the Kentucky Public Service Commission.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: October 16, 2003

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2009-00548 dated July 30, 2010

P.S.C. No. 18, Original Sheet No. 91

**Adjustment Clause** 

ST School Tax

#### **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

This schedule is applied as a rate increase to all other schedules pursuant to KRS 160.617 for the recovery by the utility of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.613.

# **RATE**

The utility gross receipts license tax authorized under state law.

DATE OF ISSUE: XXXX, 2017

**DATE EFFECTIVE:** August 1, 2010

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 92

**Adjustment Clause** 

HEA

**Home Energy Assistance Program** 

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY**

To all residential customers.

\$0.30 per meter per month.

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**BILLING** 

The HEA charge shall be shown as a separate item on customer bills.

## **PURPOSE**

Proceeds from this charge will be used to fund residential low-income demand-side management Home Energy Assistance programs which have been designed through a collaborative advisory process and then filed with, and approved by, the Commission.

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DATE EFFECTIVE: July 1, 2017

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00370 dated xxxx

P.S.C. No. 18, Original Sheet No. 95

#### TERMS AND CONDITIONS

#### **Customer Bill of Rights**

As a residential customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service, unless any rate or rider under which you take service explicitly states otherwise.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.
- If you have not been disconnected, you have the right to maintain your natural gas and electric service for up to thirty (30) days, provided you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your natural gas or electric service reconnected between the months of November through March provided you:
  - 1) Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
  - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
  - 3) Accept referral to the Human Resources' Weatherization Program, and
  - 4) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with your utility (call Toll Free 1-800-772-4636).

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DATE EFFECTIVE: "July 1, 2017

ISSUED BY:

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

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## **TERMS AND CONDITIONS**

#### General

#### **COMMISSION RULES AND REGULATIONS**

All electric service supplied by Company shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky.

#### COMPANY TERMS AND CONDITIONS

In addition to the rules and regulations of the Commission, all electric service supplied by Company shall be in accordance with these Terms and Conditions to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions in each rate schedule, and which shall constitute a part of all applications and contracts for service.

## COMPANY AS A FEDERAL CONTRACTOR

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded and will not apply to or govern agreements between customers and

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

#### RATES, TERMS AND CONDITIONS ON FILE

A copy of the rate schedules, terms, and conditions under which electric service is supplied is on file with the Public Service Commission of Kentucky. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of Company where bills may be paid.

## **CUSTOMER GENERATION**

All existing and future installations of equipment for the purpose of electric generation that is intended to run in parallel with utility service, regardless of the length of parallel operation, shall be reported by the Customer (or the Customer's Representative) to the Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Terms and Conditions of the Company's Tariff.

#### ASSIGNMENT

No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2017

**ISSUED BY:** /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

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Deleted: January 1, 2017

P.S.C. No. 18, Original Sheet No. 96.1

# **TERMS AND CONDITIONS**

#### General

## RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days prior written notice by either party.

# AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF P.S.C. OF KY

No agent has power to amend, modify, alter, or waive any of these Terms and Conditions, or to bind Company by making any promises or representations not contained herein.

# SUPERSEDE PREVIOUS TERMS AND CONDITIONS

These Terms and Conditions supersede all terms and conditions under which Company has previously supplied electric service.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00371 dated June 30, 2015

P.S.C. No. 18, Original Sheet No. 97

#### **TERMS AND CONDITIONS**

#### **Customer Responsibilities**

#### APPLICATION FOR SERVICE

A written, in-person, electronic, or oral application or contract, properly executed, will be required before Company is obligated to render electric service. Company may require any party applying for service to provide some or all of the following information for the party desiring service: full legal name, address, full Social Security Number or other taxpayer identification number, date of birth (if applicable), relationship of the applying party to the party desiring service, and any other information Company deems necessary for legal, business, or debt-collection purposes. Company shall have the right to reject for valid reasons any such application or contract, including the applying party's refusal to provide requested information.

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. Customer accepts that non-standard service may result in the delay of required maintenance or, in the case of outages, restoration of service.

#### 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 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 Company.

#### CONTRACTED DEMANDS

For rate applications where billing demand minimums are determined by the Contract Demand customer shall execute written Contract prior to rendering of service. At Company's sole discretion, in lieu of a written contract, a completed load data sheet or other written load specification, as provided by Customer, can be used to determine the maximum load on Company's system for determining Contract Demand minimum.

If Company or Customer terminates Customer's service under a rate schedule that contains demand charges and Customer subsequently applies to Company to reestablish service to the same premise or facility, Company must determine monthly billing demand for the reestablished service as though Customer had continuously taken service from the time of service termination through the reestablishing of service to Customer. For the purpose of determining the monthly billing demand described in the preceding sentence, the demand to be used for the period during which Customer did not take service from Company shall be the actually recorded demand, if any, for the premise or facility during that period. The preceding two sentences will not apply if Company determines, in its sole discretion, that material changes to Customer's facilities, processes, or practices justify establishing a new Contract Demand for the reestablished service.

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P.S.C. No. 18, Original Sheet No. 97.1

#### **TERMS AND CONDITIONS**

## **Customer Responsibilities**

#### **OPTIONAL RATES**

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

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 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, Customer will be given the opportunity to change to another schedule, unless otherwise prevented by the rate schedule under which Customer is currently served, after trial of the schedule originally designated; however, after the first such change, Company shall not be required to make a change in schedule more often than once in twelve (12) months.

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

In no event will 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**

Customer shall furnish, install, and maintain at Customer's 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. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility company, Customer will notify Company of their intention in advance of the commencement of construction.

#### OWNER'S CONSENT TO OCCUPY

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

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State Regulation and Rates

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 97.2

#### **TERMS AND CONDITIONS**

#### **Customer Responsibilities**

#### **ACCESS TO PREMISES AND EQUIPMENT**

Company shall have the right of access to 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. Customer shall not construct or permit the construction of any structure or device which will restrict the access of 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 Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of 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 Company.

#### POWER FACTOR

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

Company expects any customer to use apparatus which shall result in a power factor near unity. However, 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 Customer's power factor is less than 90 percent, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

#### **EXCLUSIVE SERVICE ON INSTALLATION CONNECTED**

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

## LIABILITY

Customer assumes all responsibility for the electric service upon 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 Company harmless from all claims for injury or damage to persons or property occurring on 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 Company.

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**ISSUED BY:** /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00370 dated xxxx

P.S.C. No. 18, Original Sheet No. 97.3

#### TERMS AND CONDITIONS

#### **Customer Responsibilities**

#### 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 Customer contemplates any material increase in Customer's connected load, whether in a single increment or over an extended period, Customer shall immediately give 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 Customer may be held liable for any damage done to meters, transformers, or other equipment of Company caused by such material increase in Customer's connected load. Should Customer make a permanent change in the operation of electrical equipment that materially reduces the maximum load required by Customer, Company may reduce Customer's contract capacity.

#### **PERMITS**

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and 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, 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 Company in a reasonable manner and with due regard for the convenience of Customer.

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

#### **CHANGES IN SERVICE**

Where Customer is receiving service and desires relocation or change in facilities not supported by additional load, Customer is responsible for the cost of the relocation or change in facilities through a Non-Refundable Advance.

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DATE EFFECTIVE: July 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 98

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#### **TERMS AND CONDITIONS**

#### **Company Responsibilities**

#### **METERING**

The electricity used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. Company has the right to install any meter or meters it deems in its sole discretion to be necessary or prudent to serve any customer, including without limitation a digital, automated meter reading, automated metering infrastructure, or advanced metering systems meter or meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

#### POINT OF DELIVERY OF ELECTRICITY

The point of delivery of electrical energy supplied by Company shall be at the point, as designated by Company, where Company's facilities are connected with the facilities of Customer, irrespective of the location of the meter.

#### **EXTENSION OF SERVICE**

The main transmission lines of Company, or branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, Company may require such definite and written guarantees from a customer, or group of customers, in addition to any minimum payments required by the Tariff as may be necessary. This requirement may also be made covering the repayment, within a reasonable time, of the cost of tapping such existing lines for light or power service or both.

#### **COMPANY'S EQUIPMENT AND INSTALLATION**

Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity at the voltage contracted for, to Customer's electric facilities.

Company will furnish, install, and maintain at its expense the necessary meter or meters. (The term meter as used here and elsewhere in these rules and regulations shall be considered to include all associated instruments and devices, such as current and potential transformers installed for the purpose of measuring deliveries of electricity to the customer.) Suitable provision for Company's meter, including an adequate protective enclosure for the same if required, shall be made by Customer. Title to the meter shall remain in Company, with the right to install, operate, maintain, and remove same. Customer shall protect such property of Company from loss or damage, and no one who is not an agent of Company shall be permitted to remove, damage, or tamper with the same. Customer shall execute such reasonable form of easement agreement as may be required by Company.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 98.1

#### **TERMS AND CONDITIONS**

#### **Company Responsibilities**

Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for commercial or industrial service shall furnish Company with realistic estimates of prospective electricity requirements.

#### **COMPANY NOT LIABLE FOR INTERRUPTIONS**

Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

#### COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of Customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of Company

#### LIABILITY

In no event shall Company have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that the customer's use of Company's service causes damage to Company's property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

#### FIRM SERVICE

Where a customer-generator supplies all or part of the customer-generator's own load and desires Company to provide service for that load, the customer-generator must contract for such service, otherwise Company has no obligation to supply the non-firm service.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00370 dated xxxx

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Deleted: November 23, 2016

P.S.C. No. 18, Original Sheet No. 99

#### **TERMS AND CONDITIONS**

#### **Character of Service**

Electric service, under the rate schedules herein, will be 60 cycle, alternating current delivered from Company's various load centers and distribution lines at typical nominal voltages and phases, as available in a given location, as follows:

#### SECONDARY VOLTAGES

Residential Service -

Single phase 120/240 volts three-wire service or 120/208Y volts three-wire service where network system is available.

Non-Residential Service -

- Single phase 120/240 volts three-wire service, or 120/208Y volts three-wire service where network system is available.
- Three phase 240 volts three-wire service, 120/240 volts four-wire service, 480 volts three-wire service, 120-208Y volts four-wire service, or 277/480Y four-wire service.

#### **PRIMARY VOLTAGES**

According to location, 2,400/4160Y volts, 7,200/12,470Y volts, or 34,500 volts

#### TRANSMISSION VOLTAGES

According to location, 69,000 volts, 138,000 volts, or 345,000 volts.

The voltage available to any individual customer shall depend upon the voltage of Company's lines serving the area in which Customer's electric load is located.

#### RESTRICTIONS

- Except for minor loads, with approval of company, two-wire service is restricted to those customers on service July 1, 2004.
- To be eligible for the rate applicable to any delivery voltage other than secondary voltage, Customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the primary or transmission voltage available at point of connection.
  - a) In the event Company is required to provide transformation to reduce an available voltage to a lower voltage for delivery to a customer, Customer shall be served at the rate applicable to the lower voltage; provided, however, that if the same rate is applicable to both the available voltage and the delivery voltage, Customer may be required to make a non-refundable payment to reflect the additional investment required to provide service.
  - b) The available voltage shall be the voltage on that distribution or transmission line which Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of Customer.

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DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

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#### TERMS AND CONDITIONS

#### **Residential Rate Specific Terms and Conditions**

Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances, and other domestic purposes.

- 1. <u>DEFINITION OF RESIDENTIAL RATE</u> Residential rates are based on service to single family units served through a single meter. Such service may include incidental usage of electricity for home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is practiced by Customer in Customer's residence. Service to both a single family unit and a detached structure may both be served through a single meter, regardless of the meter location, and qualify for the residential service provided the consumption in the non-residential portion of the detached structure is incidental.
- 2. <u>DEFINITION OF SINGLE FAMILY UNIT</u> A single family unit is a structure or part of a structure used or intended to be used as a home, residence, or sleeping place by one or more persons maintaining a common household. Residential service is not available to transient multi-family structures including, but not limited to, hotels, motels, studio apartments, college dormitories, or any structure without a permanent foundation or attached to sanitation facilities. Fraternity or sorority organizations associated with educational institutions may be classified as residential and billed at the residential rate.
- 3. <u>DETACHED STRUCTURES</u> If Customer has detached structures that are located at such distance from Customer's residence as to make it impracticable to supply service through customer's residential meter, the separate meter required to measure service to the detached structures will be considered a separate service and billed as a separate customer.
- 4. <u>POWER REQUIREMENT -</u> Single-phase power service used for domestic purposes will be permitted under Residential Rates RS, RTOD-Energy, and RTOD-Demand when measured through the residential meter subject to the conditions set forth below:
  - (a) Single-phase motors may be served at 120 volts if the locked-rotor current at rated voltage does not exceed 50 amperes. Motors with locked-rotor current ratings in excess of 50 amperes must be served at 240 volts.
  - (b) Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company's electric distribution facilities at desired point of supply is such that, in Company's judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of

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State Regulation and Rates Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 100.1

#### **TERMS AND CONDITIONS**

#### **Residential Rate Specific Terms and Conditions**

nearby electric customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.

- (c) In the case of multi-motored devices arranged for sequential starting of the motors, the above rules are considered to apply to the locked-rotor currents of the individual motors; if arranged for simultaneous starting of the motors, the rules apply to the sum of the locked-rotor currents of all motors so started.
- (d) Any motor or motors served through a separate meter will be billed as a separate customer.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

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#### **TERMS AND CONDITIONS**

#### **BILLING**

#### METER READINGS AND BILLS

As used in the entirety of this Tariff, "meter reading" and similar terms shall include data collected remotely from automated meter reading, automated meter infrastructure, advanced metering systems, and other electronic meter equipment or systems capable of delivering usage data to Company. A physical, manual reading of a meter is not required to constitute a "meter reading."

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 7.

All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read customers meters at least quarterly, except that customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, the minimum charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty days.

When Company is unable to read Customer's meter after reasonable effort, or when Company experiences circumstances which make actual meter readings impossible or impracticable, Customer may be billed on an estimated basis and the billing will be adjusted as necessary when the meter is read.

In the event Company's meter fails to register properly by reason of damage, accident, etc., Company shall have the right to estimate Customer's consumption during the period of failure on the basis of such factors as Customer's connected load, heating degree days, and consumption during a previous corresponding period and during a test period immediately following replacement of the defective meter.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of rendition thereof. If full payment is not received by the due date of the bill, a late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice. There will be no adverse credit impact on the customer's payment and credit record, including credit scoring, both internally and externally, and the account will not be considered delinquent for any purpose if the Company receives the customer's payment within fifteen days after the date on which the Company issues the customer's bill.

Failure to receive a bill does not exempt Customer from these provisions of Company's Terms and Conditions.

DATE OF ISSUE: XXXX, 2017

Deleted: November 23, 2016 Deleted: January 1, 2017

DATE EFFECTIVE: July 1, 2017

ISSUED BY:

/s/ Robert M. Conroy, Vice President State Regulation and Rates

Lexington, Kentucky

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P.S.C. No. 18, Original Sheet No. 101.1

#### **TERMS AND CONDITIONS**

#### **BILLING**

#### READING OF SEPARATE METERS NOT COMBINED

For billing purposes, each meter upon Customer's premises will be considered separately and readings of two (2) or more meters will not be combined except where Company's operating convenience requires the installation of two (2) or more meters upon Customer's premises instead of one (1) meter.

#### **CUSTOMER RATE ASSIGNMENT**

If Customer takes service under a rate schedule the eligibility for which contains a minimum or maximum demand parameter (or both), Company will review Customer's demand and usage data at least once annually to determine the rate schedule under which Customer will take service until the next review and rate determination. Company will also conduct such a review and determination upon Customer's request. Company shall not be obligated to change Customer's rate determination based upon detection of a substantial deviation of Customer's demand or usage if, after consultation with Customer, Company determines in its sole discretion that such deviation is not indicative of Customer's likely long-term demand. Similarly, Company may assign Customer to a rate schedule for which Customer would not be eligible based solely on Customer's historical demand or usage, but Company may do so only as part of a review and rate determination that involves consulting with Customer about Customer's likely future demand, as well as Customer's special contract demand, if applicable.

Any such review and rate determination shall be deemed conclusively to be the correct rate determination for Customer for all purposes and for all periods until Company conducts the next such review and determination for Customer. Therefore, Company shall not be liable for any refunds to Customer based upon Customer's rate assignment, and Company shall not seek to back-bill Customer based upon Customer's rate assignment, for any periods between and including such reviews and determinations unless, and only in the event that, a particular review and rate determination are shown to have been materially erroneous at the time they were conducted, in which case Company may be liable for a refund, or may back-bill Customer, only for the period from the erroneous review and determination to the present or the next non-erroneous review and determination, whichever is shorter.

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is then taking service under such a rate schedule, Company will not change Customer's rate assignment; it will remain Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00221 dated December 20, 2012

P.S.C. No. 18, Original Sheet No. 101.2

#### **TERMS AND CONDITIONS**

#### **BILLING**

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is not then taking service under such a rate schedule, Company will (1) provide reasonable notice to Customer of the options available and (2) assign Customer to the rate schedule Company reasonably believes will be most financially beneficial to Customer based on Customer's historical demand and usage, which assignment Company will change upon Customer's request to take service under another rate schedule for which Customer is eligible. Company shall have no refund obligation or bear any other liability or responsibility for its initial assignment of Customer to a rate for which Customer is eligible; it is at all times Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

Nothing in this section is intended to curtail or diminish Customer's responsibility to choose among optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1. Likewise, except as explicitly stated in the paragraph above, nothing in this section creates an obligation or responsibility for Company to assign Customer to a particular rate schedule for which Customer is eligible if Customer is eligible for more than one rate schedule.

#### **CUSTOMER RATE MIGRATION**

A change from one rate to another will be effective with the first full billing period following a customer's request for such change, or with a rate change mandated by changes in a customer's load. In cases where a change from one rate to another necessitates a change in metering, the change from one rate to another will be effective with the first full billing period following the meter change.

#### **CLASSIFICATION OF CUSTOMERS**

For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32 and 33. All other non-residential customers will be defined as "commercial."

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00221 dated December 20, 2012

P.S.C. No. 18, Original Sheet No. 101.3

#### **TERMS AND CONDITIONS**

#### **BILLING**

#### MONITORING OF CUSTOMER USAGE

In order to detect unusual deviations in individual customer consumption, Company will monitor the usage of each customer at least once quarterly. In addition, Company may investigate usage deviations brought to its attention as a result of its ongoing meter reading or billing processor customer inquiry. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause, Company may perform a detailed analysis of Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of Customer's meter reading and billing records, Company may contact Customer to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1). Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 11(4) and (5).

#### **RESALE OF ELECTRIC ENERGY**

Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on the Customer's premises, or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

## MINIMUM CHARGE

Without limiting the foregoing, the Demand Charge shall be due regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including, but without limitation, any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) Company's ability to serve customer.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 102

#### **TERMS AND CONDITIONS**

#### **DEPOSITS**

#### **GENERAL**

- Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8, except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.
- 2) Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
  - Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
  - b) Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.
- 3) Company may offer residential or general service customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first six (6) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
- 4) Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

#### RESIDENTIAL

- Residential customers are those customers served under Residential Service Rate RS Sheet No. 5, Residential Time-of-Day Energy Service Rate RTOD-Energy - Sheet No. 6, and Residential Time-of-Day Demand Service Rate RTOD-Demand - Sheet No. 7.
- 2) The deposit for a residential customer is in the amount of \$160.00, which is calculated in accordance with 807 KAR 5:006, Section 8(1)(d)(2).
- Company will retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
- 4) If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

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P.S.C. No. 18, Original Sheet No. 102.1

#### **TERMS AND CONDITIONS**

#### **DEPOSITS**

#### **RESIDENTIAL (Continued)**

5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

#### **GENERAL SERVICE**

- General service customers are those customers served under General Service Rate GS, Sheet No. 10.
- 2) The deposit for a general service customer is in the amount of \$240.00, which is calculated in accordance with 807 KAR 5:006, Section 8(1)(d)(2). The deposit for a General Service customer may be waived when the General Service delivery is to a detached building used in conjunction with a Residential Service and the General Service usage is no more than 300 kWh per month.
- 3) Company shall retain Customer's deposit as long as Customer remains on service.
- 4) For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

#### **OTHER SERVICE**

- 1) The deposit for all other customers, those not classified herein as residential or general service, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR 5:006, Section 8(1)(d)(1).
- 2) For customers not meeting the parameters of GENERAL SERVICE ¶ 2, above, Company may retain Customer's deposit as long as Customer remains on service.
- 3) For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 4) If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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P.S.C. No. 18, Original Sheet No. 103

#### **TERMS AND CONDITIONS**

#### **Budget Payment Plan**

Company's Budget Payment Plan is available to any residential customer served under Residential Service Rate RS or any general service customer served under General Service Rate GS. If a residential customer, who is currently served under Residential Service Rate RS and is currently enrolled in the Budget Payment Plan, elects to take service under Residential Time-of-Day Energy Service Rate RTOD-Energy or Residential Time-of-Day Demand, Service Rate RTOD-Demand, such customer would be removed from the Budget Payment Plan and restored to regular billing.

Under this plan, a customer may elect to pay, each billing period, a budgeted amount in lieu of billings for actual usage. A customer may enroll in this plan at any time.

The budgeted amount will be determined by Company and will be based on one-twelfth of Customer's usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during Customer's budget year. If actual usage indicates Customer's account will not be current with the final payment in Customer's budget year, Customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of the customer's next budget year.

If a customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove the customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months.

Failure to receive a bill in no way exempts a customer from the provisions of these terms and conditions.

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P.S.C. No. 18, Original Sheet No. 104

# **TERMS AND CONDITIONS**

**Bill Format** 

Mailed 4/29/16 for Account # 3000-0000-0001

121.16 -121.16

\$0.00

130.63 9.13

\$139.76

5/18/16

\$139.76

JOHN SMITH 100 Deer Crossing Way LEXINGTON KY

lge-ku.com (859) 255-0394, press 1-2-3 24 hours a day, \$2.25 fee (859) 255-0394 M-F, 7 am-7 pm ET

Next read will occur 5/19/16 - 5/21/16 (Meter Read Portion 14)

CURRENT USAGE

BILLING SUMMARY Previous Balance Payment(s) Received

ance as of 4/21/16

Total Current Charges as of 4/21/16

Current Electric Charges Current Taxes and Fees

<b>#</b> ELECTRIC	
Meter Reading Information	Meter # L200000
Actual (R) kWh Reading on 4/21/16	10109
Previous (R) kWh Reading on 3/20/16	8698
Current kWh Usage	1411
Meter Multiplier	1
Metered kWh Usage	1411

#### CURRENT CHARGES

<b>#</b> ELECTRIC Rate:	Residential Service
Basic Service Charge Energy Charge (\$0.07744 x 1,411 kWh) Electric DSM (\$0.00376 x 1,411 kWh) Fuel Adjustmer (\$0.00007 x 1,411 kWh) Environmental Suncharge (3,950% x \$125.43)	10.75 109.27 5.31 0.10 4.95
Home Energy Assistance Fund Charge	0.25
Total Charges	\$130.63

Please return only this portion with your payment. Make checks payable to KU and write your account number on your check.

	constant and a particular
Amount Due <b>5/18/16</b>	\$139.76
After Due Date, Pay this Amount:	\$143.95
WinterCare Donation:	
Total Amount Enclosed:	

Account # 3000-0000-0001 Service Address: 100 Deer Crossing Way

#9261900015#

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DATE EFFECTIVE: April 29, 2016

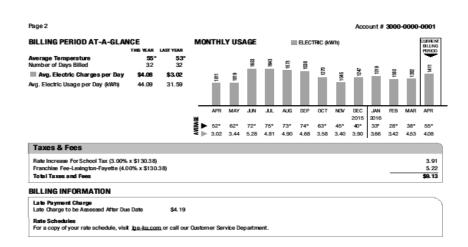
ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 104.1

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# TERMS AND CONDITIONS Bill Format



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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Lexington, Kentucky

P.S.C. No. 18, Original Sheet No. 105

#### **TERMS AND CONDITIONS**

#### **Discontinuance of Service**

In accordance with and subject to the rules and regulations of the Public Service Commission of Kentucky, Company shall have the right to refuse or discontinue service to 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 Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed or otherwise delivered, including, but not limited to, electronic mail, to Customer's last known address.
- B. When a dangerous condition is found to exist on 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 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 Customer or Applicant refuses or neglects to provide reasonable access and/or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail) 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 Applicant or Customer is indebted to 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 Applicant or Customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006. Section 15(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which 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 Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 15(1)(f). Final Bills transferred following a

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State Regulation and Rates

Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00370 dated xxxx

P.S.C. No. 18, Original Sheet No. 105.1

#### **TERMS AND CONDITIONS**

#### **Discontinuance of Service**

lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by Customer; (2) Customer and 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. 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.

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

- H. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from Customer's original bill. Cut-off may be effected not less than twenty-seven (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 thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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 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 Customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for such discontinuance of service and of Customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. 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.

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#### **TERMS AND CONDITIONS**

#### **Discontinuance of Service**

Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered, and assessment of the charges under the Unauthorized Reconnect Charge provision of Special Charges incurred by reason of the fraudulent use.

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When service has been discontinued for any of the above reasons, 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 Company.

Company may defer written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail) based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

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#### **TERMS AND CONDITIONS**

#### Line Extension Plan

#### A. AVAILABILITY

In all territory served by where Company does not have existing facilities to meet Customer's electric service needs.

#### **B. DEFINITIONS**

- 1) "Company" shall mean Kentucky Utilities Company.
- 2) "Customer" shall mean the applicant for service. When more than one electric service is requested by an applicant on the same extension, such request shall be considered one customer under this plan when the additional service request(s) is only for incidental or minor convenience loads or when the applicant for service is the developer of a subdivision.
- 3) "Line Extension" shall mean the single phase facilities required to serve Customer by the shortest route most convenient to Company from the nearest existing adequate Company facilities to Customer's delivery point, approved by Company, and excluding transformers, service drop, and meters, if required and normally provided to like customers.
- 4) "Permanent Service" shall mean service contracted for under the terms of the applicable rate schedule but not less than one year and where the intended use is not seasonal, intermittent, or speculative in nature.
- 5) "Commission" shall mean the Public Service Commission of Kentucky.

#### C. GENERAL

- All extensions of service will be made through the use of overhead facilities except as provided in these rules.
- Customer requesting service which requires an extension(s) shall furnish to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property to be served.
- 3) Customer requesting extension of service into a subdivision, subject to the jurisdiction of a public commission, board, committee, or other agency with authority to zone or otherwise regulate land use in the area and require a plat (or Plan) of the subdivision, Customer shall furnish, at no cost, Company with the plat (or plan) showing street and lot locations with utility easement and required restrictions. Plats (or plans) supplied shall have received final approval of the regulating body and recorded in the office of the appropriate County Court Clerk when required. Should no regulating body exist for the area into which service is to be extended, Customer shall furnish Company the required easement.
- 4) The title to all extensions, rights-of way, permits, and easements shall be and remain with Company.

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#### **TERMS AND CONDITIONS**

#### Line Extension Plan

## C. GENERAL (continued)

- 5) Customer must agree in writing to take service when the extension is completed and have Customer's building or other permanent facility wired and ready for connection.
- 6) Nothing herein shall be construed as preventing Company from making electric line extensions under more favorable terms than herein prescribed provided the potential revenue is of such amount and permanency as to warrant such terms and render economically feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.
- 7) Company may require a non-refundable deposit in cases where Customer does not have a real need or in cases where the estimated revenue does not justify the investment.
- 8) Company shall not be obligated to extend its lines in cases where such extensions, in the good judgment of Company, would be infeasible, impractical, or contrary to good engineering or operating practice, unless otherwise ordered by Commission.

#### D. NORMAL LINE EXTENSIONS

- In accordance with 807 KAR 5:041, Section 11(1), Company will provide, at no cost, a line extension of up to 1,000 feet to Customer requesting permanent service where the installed transformer capacity does not exceed 25 kVA.
- 2) Where Customer requires poly-phase service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ 1 above.

#### E. OTHER LINE EXTENSIONS

- In accordance with 807 KAR 5:041, Section 11(2), Company shall provide to Customer requesting permanent service a line extension in excess of 1,000 feet per customer but Company may require the total cost of the footage in excess of 1,000 feet per customer, based on the average cost per foot of the total extension, be deposited with Company by Customer.
- 2) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension less the length of the lateral or extension for each additional customer connected during that year by a lateral or extension to the original extension for which the deposit was made.
- 4) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.

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#### **TERMS AND CONDITIONS**

#### Line Extension Plan

## E. OTHER LINE EXTENSIONS (continued)

5) Where Customer requires poly-phase service or transformer capacity above 25 kVA per customer and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in OTHER LINE EXTENSIONS ¶ 1 above.

#### F. OVERHEAD LINE EXTENSIONS TO SUBDIVISIONS

- 1) In accordance with 807 KAR 5:041, Section 11(3), Customer desiring service extended for and through a subdivision may be required by Company to deposit the total cost of the extension.
- 2) Each year for ten (10) years Company shall refund to Customer, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

#### **G. MOBILE HOME LINE EXTENSIONS**

- Company will make line extensions for service to mobile homes in accordance with 807 KAR 5:041, Section 12, and Commission's Orders.
- Company shall provide, at no cost, a line extension of up to 300 feet to Customer requesting permanent service for a mobile home.
- 3) Company shall provide to Customer requesting permanent service for a mobile home a line extension in excess of 300 feet and up to 1,000 feet but Company may require the total cost of the footage in excess of 300 feet, based on the average cost per foot of the total extension, be deposited with Company by Customer. Beyond 1,000 feet, the policies set forth in OTHER LINE EXTENSIONS shall apply.
- Each year for four (4) years Company shall refund to Customer equal amounts of the deposit for the extension from 300 feet to 1,000 feet.
- 5) If service is disconnected for sixty (60) days, if the original mobile home is removed and not replaced by another mobile home or a permanent structure in sixty (60) days, the remainder of the deposit is forfeited.
- 6) No refund will be made except to the original customer.

#### H. UNDERGROUND LINE EXTENSIONS

#### General

 Company will make underground line extensions for service to new residential customers and subdivisions in accordance with 807 KAR 5:041, Section 21.

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#### TERMS AND CONDITIONS

#### Line Extension Plan

#### H. UNDERGROUND LILNE EXTENSIONS

General (continued)

- 2) In order that Company may make timely provision for materials, and supplies, Company may require Customer to execute a contract for an underground extension under these Terms and Conditions with Company at least six (6) months prior to the anticipated date service is needed and Company may require Customer to deposit with Company at least 10% of any amounts due under the contract at the time of execution. Customer shall deposit the balance of any amounts due under the contract with Company prior to ordering materials or commencement of actual construction by Company of facilities covered by the contract.
- 3) Customer shall give Company at least 120 days written notice prior to the anticipated date service is needed and Company will undertake to complete installation of its facilities at least thirty (30) days prior to that date. However, nothing herein shall be interpreted to require Company to extend service to portions of subdivisions not under active development.
- 4) At Company's discretion, Customer may perform a work contribution to Company's specifications, including but not limited to conduit, setting pads, or any required trenching and backfilling, and Company shall credit amounts due from Customer for underground service by Company's estimated cost for such work contribution.
- Customer will provide, own, operate and maintain all electric facilities on Customer's side of the point of delivery with the exception of Company's meter.
- 6) In consideration of Customer's underground service, Company shall credit any amounts due under the contract for each service at the rate of \$50.00 or Company's average estimated installed cost for an overhead service whichever is greater.
- 7) Unit charges, where specified herein, are determined from Company's estimate of Company's average unit cost of such construction and the estimated cost differential between underground and overhead distribution systems in representative residential subdivisions.
- 8) Three phase primary required to supply either individual loads or the local distribution system may be overhead unless Customer chooses underground construction and deposits with Company a non-refundable deposit for the cost differential.

#### **Individual Premises**

Where Customer requests and Company agrees to supply underground service to an individual premise, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

#### **Medium Density Subdivisions**

 A medium density residential subdivision is defined as containing ten or more lots for the construction of new residential buildings each designed for less than five (5)-family occupancy.

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#### **TERMS AND CONDITIONS**

#### Line Extension Plan

#### H. UNDERGROUND EXTENSIONS (continued)

- Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount determined by a unit charge of \$9.94 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- 3) The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension. Where Customer is required to provide trenching and backfilling, advance will be the Company's full estimate cost of construction. Where Customer is required to deposit with the Company a nonrefundable advance in place of trenching and backfilling, advance will be determined by a unit charge of \$22.30 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- Each year for ten (10) years Company shall refund to Customer an amount determined as follows:
  - a. Where customer is required to provide trenching and backfilling, a refund of \$5,000 for each customer connected during that year.
  - b. Where customer is required to provide a non-refundable advance, 500 times the difference in the unit charge advance amount in 3) and the non-refundable unit charge advance in 2) for each customer connected during that year.
- 5) In no case shall the refunds provided for herein exceed the amounts deposited less any non-refundable charges applicable to the project nor shall any refund be made after a tenyear refund period ends.

## **High Density Subdivisions**

- 1) A high density residential subdivision is defined as building complexes consisting of two or more buildings each not more than three stories above grade and each designed for five (5) or more family occupancy.
- 2) Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.
- 3) The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension.

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#### **TERMS AND CONDITIONS**

#### Line Extension Plan

#### High Density Subdivisions (continued)

- Company shall refund to Customer any amounts due when permanent service is provided by Company to twenty (20%) percent of the family units in Customer's project.
- ii. In no case shall the refunds provided for herein exceed the amounts deposited less any non-refundable charges applicable to the project nor shall any refund be made after a ten-year refund period ends.

#### Other Underground Subdivisions

In cases where a particular residential subdivision does not meet the conditions provided for above, Customer requests and Company agrees to supply underground service, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

#### I. SPECIAL CASES

- 1) Where Customer requests service that is seasonal, intermittent, speculative in nature, at voltages of 34.5kV or greater, or where the facilities requested by Customer do not meet the Terms and Conditions outlined in previous sections of LINE EXTENSION PLAN and the anticipated revenues do not justify Company's installing facilities required to meet Customer's needs, Company may request that Customer deposit with Company a refundable amount to justify Company's investment.
- 2) Each year for ten (10) years Company shall refund to Customer, an amount calculated by:
  - a. Adding the sum of Customer's annual base rate monthly electric demand billing for that year to the sum of the annual base rate monthly electric billing of the monthly electric demand billing for that year of any customer(s), who connects directly to the facilities provided for in this agreement and requiring no further investment by Company
  - times the refundable amount divided by the estimated total ten-year base rate electric demand billing required to justify the investment.
- 3) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

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#### **TERMS AND CONDITIONS**

#### **Energy Curtailment and Service Restoration Procedures**

#### **PURPOSE**

To provide procedures for reducing the consumption of electric energy on the Kentucky Utilities Company (Company) system in the event of a capacity shortage and to restore service following an outage. Notwithstanding any provisions of these Energy Curtailment and Service Restoration Procedures, the Company shall have the right to take whatever steps, with or without notice and without liability on Company's part, that the Company believes necessary, in whatever order consistent with good utility practices and not on an unduly discriminatory basis, to preserve system integrity and to prevent the collapse of the Company's electric system or interconnected electric network or to restore service following an outage. Such actions will be taken giving priority to maintaining service to the Company's retail and full requirements customers relative to other sales whenever feasible and as allowed by law.

#### **ENERGY CURTAILMENT PROCEDURE**

#### PRIORITY LEVELS

For the purpose of these procedures, the following Priority Levels have been established:

- I. Essential Health and Safety Uses -- to be given special consideration in these procedures shall, insofar as the situation permits, include the following types of use
- A. "Hospitals", which shall be limited to institutions providing medical care to patients.
- B. "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
- C. "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons.
- D. "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.
- E. "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations, and operation of state and local emergency services.
- F. "Water and Sewage Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.

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#### **TERMS AND CONDITIONS**

#### **Energy Curtailment and Service Restoration Procedures**

#### PRIORITY LEVELS (continued)

G. "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services. These uses shall include essential street, highway and signallighting services.

Although, when practical, these types of uses will be given special consideration when implementing the manual load-shedding provisions of this program, any customer may be affected by rotating or unplanned outages and should install emergency generation equipment if continuity of service is essential. Where the emergency is system-wide in nature, consideration will be given to the use of rotating outages as operationally practicable. In case of customers supplied from two utility sources, only one source will be given special consideration. Also, any other customers who, in their opinion, have critical equipment should install emergency generation equipment.

Company maintains lists of customers with life support equipment and other critical needs for the purpose of curtailments and service restorations. Company, lacking knowledge of changes that may occur at any time in customer's equipment, operation, and backup resources, does not assume the responsibility of identifying customers with priority needs. It shall, therefore, be the customer's responsibility to notify Company if Customer has critical needs.

- II. Critical Commercial and Industrial Uses -- Except as described in Section III below, these uses shall include commercial or industrial operations requiring regimented shutdowns to prevent conditions hazardous to the general population, and to energy utilities and their support facilities critical to the production, transportation, and distribution of service to the general population. Company shall maintain a list of such customers for the purpose of curtailments and service restoration.
- III. Residential Use -- The priority of residential use during certain weather conditions (for example severe winter weather) will receive precedence over critical commercial and industrial uses. The availability of Company service personnel and the circumstances associated with the outage will also be considered in the restoration of service.
- IV. Non-critical commercial and industrial uses.
- V. Nonessential Uses -- The following and similar types of uses of electric energy shall be considered nonessential for all customers:

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#### **TERMS AND CONDITIONS**

#### **Energy Curtailment and Service Restoration Procedures**

## PRIORITY LEVELS (continued)

- A. Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
- B. General interior lighting levels greater than minimum functional levels.
- C. Show-window and display lighting.
- D. Parking-lot lighting above minimum functional levels.
- E. Energy use to lower the temperature below 78 degrees during operation of cooling equipment and above 65 degrees during operation of heating equipment.
- F. Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.
- G. Energy use greater than that which is the minimum required for lighting, heating, or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

Non-jurisdictional customers will be treated in a manner consistent with the curtailment procedures contained in the service agreement between the parties or the applicable tariff.

## **CURTAILMENT PROCEDURES**

In the event Company's load exceeds internal generation, transmission, or distribution capacity, or other system disturbances exist, and internal efforts have failed to alleviate the problem, including emergency energy purchases, the following steps may be taken, individually or in combination, in the order necessary as time permits:

- Customers having their own internal generation capacity will be curtailed, and customers on curtailable contracts will be curtailed for the maximum hours and load allowable under their contract. Nothing in this procedure shall limit Company's rights under the Curtailable Service Rider tariff.
- 2. Power output will be maximized at Company's generating units.
- 3. Company use of energy at its generating stations will be reduced to a minimum.

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#### **TERMS AND CONDITIONS**

#### **Energy Curtailment and Service Restoration Procedures**

### **CURTAILMENT PROCEDURES** (continued)

- 4. Company's use of electric energy in the operation of its offices and other facilities will be reduced to a minimum.
- 5. The Kentucky Public Service Commission will be advised of the situation.
- An appeal will be made to customers through the news media and/or personal contact to voluntarily curtail as much load as possible. The appeal will emphasize the defined priority levels as set forth above.
- 7. Customers will be advised through the use of the news media and personal contact that load interruption is imminent.
- 8. Implement procedures for interruption of selected distribution circuits.

#### SERVICE RESTORATION PROCEDURES

Where practical, priority uses will be considered in restoring service and service will be restored in the order I through IV as defined under PRIORITY LEVELS. However, because of the varieties of unpredictable circumstances which may exist or precipitate outages, it may be necessary to balance specific individual needs with infrastructure needs that affect a larger population. When practical, Company will attempt to provide estimates of repair times to aid customers in assessing the need for alternative power sources and temporary relocations.

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# Stipulation Exhibit 8 LG&E Electric Tariffs

P.S.C. Electric No. 11 Canceling P.S.C. Electric No.10

# **Louisville Gas and Electric Company**

220 West Main Street Louisville, Kentucky www.lge-ku.com

Rates, Terms and Conditions for Furnishing

## **ELECTRIC SERVICE**

In the nine counties of the Louisville, Kentucky, metropolitan area as depicted on territorial maps as filed with the

# **PUBLIC SERVICE COMMISSION OF KENTUCKY**

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/s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

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## **Louisville Gas and Electric Company**

P.S.C. Electric No. 11, Original Sheet No. 1

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## **Louisville Gas and Electric Company**

## P.S.C. Electric No. 11, Original Sheet No. 1.1

#### **GENERAL INDEX** Standard Electric Rate Schedules – Terms and Conditions

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## Louisville Gas and Electric Company

P.S.C. Electric No. 11, Original Sheet No. 5

Standard Rate

RS Residential Service

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available for single-phase secondary delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff.

#### **RATE**

Basic Service Charge per month:

\$11.50<sub>x</sub>

T/I

Plus an Energy Charge per kWh: \$ 0.09268

<u>268</u>

**Deleted:** . Infrastructure . Variable . Total¶ . \$0.04790 . \$0.03681 . \$0.08471¶

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#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92

#### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: XXXX, 2017

Deleted: November 23, 2016

DATE EFFECTIVE: July 1, 2017

. - - **Deleted:** January 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 6

Standard Rate

# RTOD-Energy Residential Time-of-Day Energy Service

#### **APPLICABLE**

In the territory served.

#### **AVAILABILITY OF SERVICE**

RTOD-Energy shall be available as an option to customers otherwise served under rate schedule

- 1) Service under this rate schedule is limited to a maximum of five hundred (500) customers taking service on RTOD-Energy and RTOD-Demand combined that are eligible for Rate RS. Company will accept customers on a first-come-first-served basis.
- This service is also available to customers on rate schedule GS (where the GS service is used in conjunction with an RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
  - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises,
  - natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises.
- A customer electing to take service under this rate schedule who subsequently elects to take service under the standard Rate RS may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

RATE

Basic Service Charge per month:

\$11.50,

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Plus an Energy Charge per kWh:

Off-Peak Hours:

\$0.06780

T/1 Т T/L

Т

On-Peak Hours:

\$0.23263

Deleted: 0.05850

#### ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92

DATE OF ISSUE: <u>XXXX, 2017</u> Deleted: November 23, 2016

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 6.1

Standard Rate

RTOD-Energy Residential Time-of-Day Energy Service

#### **DETERMINATION OF PRICING PERIODS**

Pricing periods are established in Eastern Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for the price levels are as follows:

Summer Months of April through October

Off-Peak On-Peak

5 PM - 1 PM 1 PM - 5 PM Weekdays

Weekends All Hours

All Other Months of November continuously through March

Off-Peak On-Peak

Weekdays 11 AM - 7 AM 7 AM - 11 AM

Weekends All Hours

#### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional residential rate will not be eligible for Company's Budget Payment Plan. Company shall install metering equipment capable of accommodating the Time of Use rate described herein.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No.

2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 7

Standard Rate

# **RTOD-Demand** Residential Time-of-Day Demand Service

#### **APPLICABLE**

In the territory served.

#### **AVAILABILITY OF SERVICE**

RTOD-Demand shall be available as an option to customers otherwise served under rate schedule

- Service under this rate schedule is limited to a maximum of five hundred (500) customers taking service on RTOD-Demand and RTOD-Energy combined that are eligible for Rate RS. Company will accept customers on a first-come-first-served basis.
- This service is also available to customers on rate schedule GS (where the GS service is used in conjunction with an RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
  - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises,
  - natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises.
- 3) A customer electing to take service under this rate schedule who subsequently elects to take service under the standard Rate RS may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

**RATE** 

Basic Service Charge per month:	\$ <u>11.50</u> ,		_ <u>_ T/I</u> {	Deleted: 22.00
Plus an Energy Charge per kWh:	\$ <u>0.05051</u>			Deleted: 0.03681
Plus a Demand Charge per kW:			Т	
Base Hours:	\$ 3.51		T/I	
Peak Hours:	\$ 7.68		T/R	
ADJUSTMENT CLAUSES  The bill amount computed at the charges accordance with the following:	s specified above shall	be increased or decreased in	Т	
Fuel Adjustment Clause		Sheet No. 85		
Off-System Sales Adjustment Clause		Sheet No. 88		
Demand Side Management Cost Reco	overy Mechanism	Sheet No. 86		
Environmental Cost Recovery Surchar	ge	Sheet No. 87		
Franchise Fee Rider	-	Sheet No. 90		

Sheet No. 91

Sheet No. 92

DATE OF ISSUE: XXXX, 2017

School Tax

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DATE EFFECTIVE: July 1, 2017

ISSUED BY:

Home Energy Assistance Program

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 7.1

Standard Rate

# RTOD-Demand Residential Time-of-Day Demand Service

#### **DETERMINATION OF PRICING PERIODS**

Pricing periods are established in Eastern Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for the price levels are as follows:

# Summer Months of April through October

	Base	Peak	Т
Weekdays	All Hours	1 PM - 5 PM	Т
Weekends	All Hours		
All Other Months	of November con	ntinuously through March	
	Base	Peak	Т
Weekdays	All Hours	7 AM - 11 AM	Т
Weekends	All Hours		

#### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

## **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.

#### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional residential rate will not be eligible for Company's Budget Payment Plan. Company shall install metering equipment capable of accommodating the Time of Use rate described herein.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 9

Standard Rate

VFD

**Volunteer Fire Department Service** 

#### **APPLICABLE**

In all territory served.

#### AVAILABILITY OF SERVICE

Available for single-phase delivery, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. Service under this rate schedule is at the option of the customer with the customer determining whether service will be provided under this schedule or any other schedule applicable to this load.

#### **DEFINITION**

To be eligible for this rate a volunteer fire department is defined as:

- 1) having at least 12 members and a chief;
- 2) having at least one firefighting apparatus; and
- 3) half the members must be volunteers.

## **RATE**

Basic Service Charge per month: Plus an Energy Charge per kWh: \$11.5Q

T/L Deleted: 22.00

Т

T/L

\$ 0.09268

. . Infrastructure . Variable Total¶ \$0.04790 . . \$0.03681 . \$0.08471

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause Sheet No. 85 Off-System Sales Adjustment Clause Sheet No. 88 Demand-Side Management Cost Recovery Mechanism Sheet No. 86 Environmental Cost Recovery Surcharge Sheet No. 87 Franchise Fee Rider Sheet No. 90 School Tax Sheet No. 91

# MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Deleted: January 1, 2017

**ISSUED BY:** /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 10

Standard Rate

GS **General Service Rate** 

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

To general lighting and small power loads for secondary service.

Service under this schedule will be limited to customers whose 12-month-average monthly maximum loads do not exceed 50 kW. Existing customers with 12-month-average maximum monthly loads exceeding 50 kW who are receiving service under P.S.C. Electric No. 6, Fourth Revision of Original Sheet No. 10 as of February 6, 2009, will continue to be served under this rate at their option. If Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule unless and until Customer meets the Availability requirements that would apply to a new customer.

#### **RATE**

Basic Service Charge per month:

\$31.50 single-phase service \$50.40 three-phase service

T/I T/I

T/L

Plus an Energy Charge per kWh:

\$ 0,09967

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#### ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause Sheet No. 85 Off-System Sales Adjustment Clause Sheet No. 88 Demand-Side Management Cost Recovery Mechanism Sheet No. 86 Environmental Cost Recovery Surcharge Sheet No. 87 Franchise Fee Rider Sheet No. 90 School Tax Sheet No. 91

# **DETERMINATION OF LOAD**

Service hereunder will be metered except when, by mutual agreement of Company and Customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.

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DATE EFFECTIVE: July 1, 2017

Deleted: January 1, 2017

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 10.1

Standard Rate

GS **General Service Rate** 

# **DETERMINATION OF MAXIMUM LOAD**

If Company determines based on Customer's usage history that Customer may be exceeding the maximum load permitted under Rate GS, Company may, at its discretion, equip Customer with a meter capable of measuring demand to determine Customer's continuing eligibility for Rate GS. If Customer is equipped with a demand-measuring meter, Customer's load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.

# **MINIMUM CHARGE**

The Basic Service Charge shall be the Minimum Charge.

# **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# **LATE PAYMENT CHARGE**

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2017

**ISSUED BY:** /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

Deleted: November 23, 2016

P.S.C. Electric No. 11, Original Sheet No. 15

Standard Rate

PS Power Service Rate

# APPLICABLE

In all territory served.

# **AVAILABILITY OF SERVICE**

This rate schedule is available for secondary or primary service.

Service under this schedule will be limited to customers whose 12-month-average monthly minimum secondary loads exceed 50 kW and whose 12-month-average monthly maximum loads do not exceed 250 kW. Secondary or primary customers receiving service under P.S.C. of Ky. Electric No. 6, Fourth Revision of Original Sheet No. 15, Large Commercial Rate LC, and Fourth Revision of Original Sheet No. 25, Large Power Industrial Rate LP, as of February 6, 2009, with loads not meeting these criteria will continue to be served under this rate at their option. If Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule unless and until Customer meets the Availability requirements that would apply to a new customer.

Customer meets the Availability requirements that would a	apply to a new cu	istomer.		
RATE Basic Service Charge per month:	Secondary \$90.00	Primary \$240.00	ı	
Plus an Energy Charge per kWh:	\$ 0.04070,	\$ 0.03924	_ T	Deleted: 0.04071
Plus a Demand Charge per kW: Summer Rate:			Т	<b>Deleted:</b> 0.03925
(Five Billing Periods of May through September) Winter Rate:	\$ <u>20.21</u>	<u>\$17.55,</u>	- 1< [ ]	Deleted: 20.93
(All other months)	\$ <u>17.56</u> ,	\$ <u>15.03</u> ,	1	Deleted: 18.64
				Deleted: 18.19
Where the monthly billing demand is the greater of:  a) the maximum measured load in the current bil secondary service or 25 kW for primary service	e, or		_	<b>Deleted:</b> 15.96
<li>b) a minimum of 50% of the highest measured log billing periods, or</li>	ad in the precedi	ng eleven (11) monthly	<u> </u>	

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DATE EFFECTIVE: July 1, 2017

ISSUED BY:

017 \_\_\_\_\_\_ Deleted: January 1, 2017

if applicable, a minimum of 60% of the contract capacity based on the maximum load T

expected on the system or on facilities specified by Customer.

/s/ Robert M. Conroy, Vice President State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 15.1

#### Standard Rate

# PS Power Service Rate

#### ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

# **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.

Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed on the measured kVA times 90 percent of the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD).

Adjusted Maximum kW Load for Billing Purposes = Maximum kW Load Measured X 90% Power Factor (in Percent)

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

# TERM OF CONTRACT

Contracts under this rate shall be for an initial term of one (1) year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00372 dated June 30, 2015

P.S.C. Electric No. 11, Original Sheet No. 20

Standard Rate

#### TODS

# **Time-of-Day Secondary Service**

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

This schedule is available for secondary service. Service under this schedule will be limited to customers whose 12-month-average monthly minimum loads exceed 250 kW and whose 12month-average monthly maximum loads do not exceed 5,000 kW.

#### RATE

Basic Service Charge per month: \$200.00 Т Plus an Energy Charge per kWh: T\_ -\$ 0.04037\_ Deleted: 0.04049 Т Plus a Maximum Load Charge per kW: Peak Demand Period: T/R Deleted: 7.56 T/R Intermediate Demand Period: Deleted: 5.54 Base Demand Period: T/R Deleted: 4.84

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- Т a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kW, or
- b) the highest measured load in the preceding eleven (11) monthly billing periods, or
- the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

# **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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DATE EFFECTIVE: July 1, 2017

ISSUED BY:

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 20.1

Standard Rate

#### TODS

# **Time-of-Day Secondary Service**

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.

Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent, of the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD)

Adjusted Maximum kW Load for Billing Purposes = Maximum kW Load Measured x 90%

Power Factor (in percent)

# **RATING PERIODS**

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

# Summer peak months of May through September

Weekdays	Base	Intermediate	<u>Peak</u>
	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

## All other months of October continuously through April

	Base	<u>Intermediate</u>	Peak
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00222 dated December 20, 2012

P.S.C. Electric No. 11, Original Sheet No. 20.2

Standard Rate

TODS

**Time-of-Day Secondary Service** 

# **TERM OF CONTRACT**

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: XXXX, 2017

**DATE EFFECTIVE:** January 1, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00222 dated December 20, 2012

P.S.C. Electric No. 11, Original Sheet No. 22

Standard Rate

# TODP Time-of-Day Primary Service

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

This schedule is available for primary service to any customer: (1) who has a 12-month-average monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator.

# RATE

Basic Service Charge per month:	\$330.00	I	
Plus an Energy Charge per kWh:	\$ <u>0.03816</u> ,	TDeleted: 0.0382	4
Plus a Maximum Load Charge per kVA: Peak Demand Period: Intermediate Demand Period: Base Demand Period:	\$ 6.49 <sub>4</sub> \$ 4.76 <sub>4</sub> \$ 3.01 <sub>4</sub>	$\begin{array}{c c} T \\ \hline T/L \\ \hline \hline T/L \\ \hline \hline T/R \\ \hline \end{array} \qquad \begin{array}{c} \textbf{Deleted: 6.86} \\ \hline \textbf{Deleted: 5.03} \\ \hline \end{array}$	

#### Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- a minimum of 50% of the highest measured load in the preceding eleven (11) monthly T billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kVA, or
- b) the highest measured load in the preceding eleven (11) monthly billing periods, or
- c) the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

# **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 22.1

Standard Rate

TODP
Time-of-Day Primary Service

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.

Customers who own and operate onsite generation of 1 MW or larger that is not for emergency backup will be provided a 60-minute exemption from measuring load for billing purposes following a Company-system fault, but not a Company energy spike, a fault on a customer's system, or other causes or events that result in the customer's generation coming offline. The 60-minute exemption will begin after Company's SCADA system indicates service has been restored.

#### **RATING PERIODS**

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

# Summer peak months of May through September

	Base	Intermediate	Peak
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

# All other months of October continuously through April

	Base	Intermediate	Peak
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

# DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

# TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.  $\label{eq:company}$ 

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00372 dated June 30, 2015

P.S.C. Electric No. 11, Original Sheet No. 25

#### Standard Rate

# RTS

# Retail Transmission Service

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

This schedule is available for transmission service to any customer: (1) who has a 12-monthaverage monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator.

#### **RATE**

Basic Service Charge per month: \$1,500.00 Deleted: 1,400.00 Plus an Energy Charge per kWh: Deleted: 0.03711 Plus a Maximum Load Charge per kVA: Т T/I Peak Demand Period: Deleted: 6.98 Intermediate Demand Period: T/I Deleted: 5.12 Base Demand Period: T/R 1.43 Deleted: 1.52

Т

Т

Т

# Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kVA, or
- b) the highest measured load in the preceding eleven (11) monthly billing periods, or
- the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

# ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

DATE OF ISSUE: XXXX, 2017 Deleted: November 23, 2016

DATE EFFECTIVE: July 1, 2017

Deleted: January 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 25.1

Standard Rate

RTS

# Retail Transmission Service

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kVA demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

# Summer peak months of May through September

	Base	Intermediate	Peak
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.

All Hours Weekends

# All other months of October continuously through April

	Base	<u>Intermediate</u>	Peak		
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon		
Maakanda	All Hours				

Weekends All Hours

# DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

# **TERM OF CONTRACT**

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

# TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: XXXX, 2017

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**ISSUED BY:** /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00222 dated December 20, 2012

P.S.C. Electric No. 11, Original Sheet No. 30

Standard Rate

# FLS **Fluctuating Load Service**

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available for primary or transmission service to customers up to an aggregate of two hundred (200) MVA for all customers taking service under this schedule and under the Fluctuating Load Service FLS schedule of Kentucky Utilities Company. This schedule is restricted to individual customers whose monthly demand is twenty (20) MVA or greater. A customer is defined as a fluctuating load if that customer's load either increases or decreases twenty (20) MVA or more per minute or seventy (70) MVA or more in ten (10) minutes when such increases or decreases exceed one (1) occurrence per hour during any hour of the billing month.

Subject to the above aggregate limit of two hundred (200) MVA, this schedule is mandatory for all customers whose load is defined as fluctuating and not served on another standard rate schedule as of July 1, 2004.

#### **BASE RATE**

	Primary	<u>Transmission</u>		
Basic Service Charge per month:	\$ 330.00	\$ <u>1,500.00</u> ,	_ R/I	Deleted: 1,400.00
Plus an Energy Charge per kWh:	\$ 0.03816,	\$ 0.03688,	T/I	Deleted: 0.03824
Plus a Maximum Load Charge per kVA: Peak Demand Period:	\$ 5.96	\$ 6.03,	T T/I	Deleted: 0.03711  Deleted: 6.30
Intermediate Demand Period:	\$ 4.24	\$ 4.30		Deleted: 6.41
Base Demand Period:	\$ <u>2.68</u> ,	\$ <u>1.27,</u>	- TAIFR	Deleted: 4.48
Where:			"	Deleted: 4.56
the monthly billing demand for the Peak and Int a) the maximum measured load in the curre		Periods is the greater of:	()	Deleted: 2.83
b) a minimum of 50% of the highest measu billing periods, and	Т	Deleted: 1.35		
the monthly billing demand for the Base Deman				
<ul> <li>a) the maximum measured load in the curre or</li> </ul>	ent billing period bu	t not less than 20,000 kVA,		
<ul> <li>b) the highest measured load in the preceding the contract capacity based on the maxim</li> </ul>	Т			
specified by Customer.	am load oxpooled t	on the cyclem of on lacinities	Т	
			-	
OF ISSUE: XXXX, 2017				Deleted: November 23, 2016

DATE

DATE EFFECTIVE: July 1, 2017

Deleted: January 1, 2017

ISSUED BY:

/s/ Robert M. Conroy, Vice President State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 30.1

#### Standard Rate

# FLS

# Fluctuating Load Service

#### **ADJUSTMENT CLAUSES**

The amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

# **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kVA demand delivered to the customer during the 5-minute period of maximum use during the appropriate rating period each month.

# RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

# Summer peak months of May through September

	Base	<u>Intermediate</u>	Peak		
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.		
Weekends	All Hours				

# All other months of October continuously through April

	Base	Intermediate	Peak		
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon		
Weekends	All Hours				

# DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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\*\*\*\*\*\*\*\*\*\*

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00372 dated June 30, 2015

P.S.C. Electric No. 11, Original Sheet No. 30.2

Standard Rate

# FLS Fluctuating Load Service

#### **TERM OF CONTRACT**

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five (5) years with successive one (1) year term renewal until canceled by either party giving at least one (1) year written notice to the other prior to the end of the initial term or the then current annual renewal period, as applicable.

#### PROTECTION OF SERVICE

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other undesirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:006, Section 15(1)(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's

## SYSTEM CONTINGENCIES AND INDUSTRY SYSTEM PERFORMANCE CRITERIA

Company reserves the right to interrupt up to 95% of Customer's load to facilitate Company compliance with system contingencies and with industry performance criteria. Customer will permit Company to install electronic equipment and associated real-time metering to permit Company interruption of Customer's load. Such equipment will immediately notify Customer five (5) minutes before an electronically initiated interruption that will begin immediately thereafter and last no longer than ten (10) minutes nor shall the interruptions exceed twenty (20) per month. Such interruptions will not be accumulated nor credited against annual hours.

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DATE EFFECTIVE: January 4, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00222 dated December 20, 2012

P.S.C. Electric No. 11, Original Sheet No. 30.3

Standard Rate

# FLS Fluctuating Load Service

if any, under either Rider CSR-1 or CSR-2. Company's right to interrupt under this provision is restricted to responses to unplanned outage or de-rates of LG&E and KU Energy LLC System ("LKE System") owned or purchased generation or when Automatic Reserve Sharing is invoked. LKE System, as used herein, shall consist of LG&E and KU. At customer's request, Company shall provide documentation of the need for interruption under this provision within sixty (60) days of the end of the applicable billing period.

LIABILITY

In no event shall Company have any liability to the Customer or any other party affected by the electrical service to the Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to the Customer or any other party. In the event that the Customer's use of Company's service causes damage to Company's property or injuries to persons, the Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

**TERMS AND CONDITIONS** 

Service will be furnished under Company's Terms and Conditions applicable hereto.

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DATE EFFECTIVE: July 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

Deleted: the CURTAILABLE SERVICE RIDER CSR

Deleted: November 23, 2016

Deleted: July 1, 2015

Deleted: 2014-00372 dated June 30, 2015

P.S.C. Electric No. 11, Original Sheet No. 35

Standard Rate

LS **Lighting Service** 

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Service under this rate schedule is offered under the conditions set out hereinafter for lighting applications such as, but not limited to, the illumination of street, driveways, yards, lots, and other outdoor areas where secondary voltage of 120/240 is available.

Service will be provided under written contract, signed by customer prior to service commencing, when additional facilities are required.

Units marked with an asterisk (\*) are not available for use in residential neighborhoods except by municipal authorities.

#### **OVERHEAD SERVICE**

Based on Customer's lighting choice, Company will furnish, own, install, and maintain the lighting unit. A basic overhead service includes lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only). Company will, upon request furnish ornamental poles, of Company's choosing, together with overhead wiring and all other equipment mentioned for basic overhead service.

RATE Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge Fixture Only	
•	sure Sodium			•	
452	Cobra Head	16,000	0.181	\$13.78	
453	Cobra Head	28,500	0.294	16.17	
454	Cobra Head	50,000*	0.471	18.61	
455	Directional	16,000	0.181	\$14.73	
456	Directional	50,000*	0.471	19.44	
457	Open Bottom	9,500	0.117	\$11.93	
Metal Halid	de				D
473	Directional	32,000*	0.350	\$19.89	Т
Light Emit	ting Diode (LED)				D N
490	Cobra Head	8,179	0.080	\$14.36	N
491	Cobra Head	14,166	0.134	17.43	N _
492	Cobra Head	23,214*	0.228	26.75,	N_
493	Open Bottom	5,007	0.050	\$ 9.48,	<u>N</u> _

Deleted: 14.62	
Deleted: 17.73	
Deleted: 27.18	
Deleted: 9.65	

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 35.1

Standard Rate

LS **Lighting Service** 

#### **OVERHEAD SERVICE (continued)**

Should Customer request underground service, Customer shall make a non-refundable cash contribution prior to the time of installation, or, at the option of Company, make a work contribution to Company for the difference in the installed cost of the system requested and the cost of the overhead lighting system.

Where the location of existing poles is not suitable or where there are no existing poles for mounting of lights, and customer requests service under these conditions, Company may furnish the requested facilities at an additional charge to be determined under the Excess Facilities Rider. For wood poles installed prior to 3/1/2010, such charge will be in accordance with the rates listed on Sheet No. 36.1 of the Restricted Lighting Service Rate RLS Tariff.

#### UNDERGROUND SERVICE

Based on Customer's lighting choice, Company will furnish, own, install, and maintain poles, fixtures, and any necessary circuitry up to 200 feet. All poles and fixtures furnished by Company will be standard stocked materials. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for underground installation.

Rate	Type of			Monthly C			
Code	Fixture	Approximate Lumens	kW Per Light	Decorative Smooth	Historic Fluted		
High Pres	sure Sodium						
412	Colonial, 4-Sided	5,800	0.083	\$ <u>21.35</u> ,			Deleted: 22.30
413	Colonial, 4-Sided	9,500	0.117	22.11,			Deleted: 22.85
444	Colonial, 4-Sided	16,000	0.181	22.24		}	
						1-1	Deleted: 24.06
415	Acorn	5,800	0.083	<b>\$</b> 21.75 <b>,</b>		(	Deleted: 24.47
416	Acorn	9,500	0.117	24.23			Deleted: 24.42
445	Acorn	16,000	0.181	24.23,			Deleted: 25.64
407		<b>5</b> 000	0.000		007.40	1	
427	London	5,800	0.083		\$37.16,	<del>-</del> 1	Deleted: 36.76
429	London	9,500	0.117		37.15		
431	Victorian	5,800	0.083		\$34.84	<u>l</u>	Deleted: 36.40
433	Victorian	9,500	0.117		36.99	i	
		-,				7	Deleted: 36.72
400	Dark Sky	4,000	0.060	\$25.33			
401	Dark Sky	9,500	0.117	25.98			
				West	chester/Norfolk		
956	Victorian/London	Bases			\$ 3.72,		Deleted: 4.63
						T `	
OF ISSUE:	XXXX, 2017					(	Deleted: November 23, 2016
EFFECTIVI	E: July 1, 2017						Deleted: January 1, 2017

DATE

DATE

Т

**ISSUED BY:** 

/s/ Robert M. Conroy, Vice President State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 35.2

Standard Rate

LS **Lighting Service** 

# UNDERGROUND SERVICE (continued)

RATE	•	•		Month	nly Charge		
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Fixture Only	Decorative Smooth		
High Pressu	ıre Sodium (conti	inued)				т	
423	Cobra Head	16,000	0.181		\$ <u>28.55</u> ,		Deleted: 35.52
424	Cobra Head	28,500	0.294		30.88,	T/L	Deleted: 38.42
425	Cobra Head	50,000*	0.471		36.86,	T/I	
439/420	Contemporary	16,000	0.181	\$17.42	32.25,		Deleted: 45.85
440/421	Contemporary	28,500*	0.294	19.37	34.83,	I	Deleted: 37.57
441/422	Contemporary	50,000*	0.471	23.55	40.64		Deleted: 40.07
Metal Halide	<b>:</b>					D \	Deleted: 43.12
481/482	Contemporary	32,000*	0.350	\$21.67	\$ <u>32.84</u>	<b></b> /L{	Deleted: 40.61
Light Emitti	ng Diode (LED)					D N	
496	Cobra Head	8,179	0.080		\$52.66 <sub>e</sub>	Ï f	Deleted: 53.90
497	Cobra Head	14,166	0.134		55.73,		Deleted: 57.01
498	Cobra Head	23,214*	0.228		65.05,		
							Deleted: 66.46
499	Colonial, 4-Side	d 5,665	0.068		\$ <u>45.46,</u>		Deleted: 46.45

Customer shall make a non-refundable cash contribution prior to the time of installation, or, at the option of company, make a work contribution to Company for the difference in the installed cost of the system requested and the cost of the conventional overhead lighting system.

Where Customer's location would require the installation of additional facilities, Company may furnish, own, and maintain the requested facilities at an additional charge per month to be determined under the Excess Facilities Rider.

# DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill. Billing for this service to be made a part of bill rendered for other electric service.

# **DETERMINATION OF ENERGY CONSUMPTION**

The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 35.3

#### Standard Rate

### LS Lighting Service

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause Sheet No. 85
Off-System Sales Adjustment Clause Sheet No. 88
Environmental Cost Recovery Surcharge Sheet No. 87
Franchise Fee Rider Sheet No. 90
School Tax Sheet No. 91

#### **TERM OF CONTRACT**

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five-year term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

#### **TERMS AND CONDITIONS**

- 1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
- All service and maintenance will be performed only during regular scheduled working hours
  of Company. Customer will be responsible for reporting outages and other operating faults.
  Company shall initiate service corrections within two (2) business days after such notification
  by Customer.
- 3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
- 4. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
- If any permit is required from any municipal or other governmental authority with respect to installation and use of any of the lighting units provided hereunder, Company will seek such permits, but the ultimate responsibility belongs with Customer.
- 6. If Customer requests the removal of an existing lighting system, including, but not limited to, fixtures, poles, or other supporting facilities that were in service less than twenty years, and requests installation of replacement lighting within 5 years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
- Temporary suspension of lighting service is not permitted. Upon permanent discontinuance
  of service, lighting units and other supporting facilities solely associated with providing
  service under this tariff, except underground facilities and pedestals, will be removed.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 36

Standard Rate

# RLS Restricted Lighting Service

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Service under this rate schedule is restricted to those lighting fixtures/poles in service as of January 1, 2013, except where a spot replacement maintains the continuity of multiple fixtures/poles composing a neighborhood lighting system or continuity is desired for a subdivision being developed in phases. Spot placement of restricted fixtures/poles is contingent on the restricted fixtures/poles being available from manufacturers. Spot replacement of restricted units will be made under the terms and conditions provided for under non-restricted Lighting Service Rate LS. Spot replacements will not be available for Mercury Vapor and Incandescent rate codes.

In the event restricted fixtures/poles fail and replacements are unavailable, Customer will be given the choice of having Company remove the failed fixture/pole or replacing the failed fixture/pole with other available fixture/pole.

Units marked with an asterisk (\*) are not available for use in residential neighborhoods except by municipal authorities.

#### **OVERHEAD SERVICE**

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only).

RATE		Monthly Charge						
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Fixture Only	Fixture & Wood Pole	Fixture & Orn. Pole		
Mercury Vapor								
252	Cobra/Open Botto	m 8,000	0.210	\$ <u>10.51</u> ,			. <u>_                                   </u>	Deleted: 10.56
203	Cobra Head	13,000	0.298	11.99			_L	Deleted: 12.04
204	Cobra Head	25,000	0.462	14.78,			<u>L</u>	Deleted: 14.84
209	Cobra Head	60,000*	1.180	30.21				
007	D: // /	05.000	0.400	•40.00				Deleted: 30.34
207	Directional	25,000	0.462	\$ <u>16.86</u>			<del>L</del>	Deleted: 16.93
210	Directional	60,000*	1.180	31.44			<u>T/I</u>	Deleted: 31.58
201	Open Bottom	4,000	0.100	\$ 8.99			. >	Deleted: 31.36
201	Open Bollom	4,000	0.100	Ф <u>0.99</u>			·	Deleted: 9.03
Metal Halide								
470/471	Directional	12,000	0.150	\$13.81	\$16.50,		N/L	Deleted: 16.56
474/475	Directional	32,000*	0.350		22.18	\$29.64	T	
476/477	Directional	107,800*	1.080	42.04	45.23		N	

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 36.1

**Standard Rate** 

**RLS** 

**Restricted Lighting Service** 

**OVERHEAD SERVICE** (continued)

RATE

Rate Monthly Code Charge

**Wood Pole** 

Installed Before 3/1/2010 958 900 Installed Before 7/1/2004 \$11.32 2.15

Deleted: 2.68

# UNDERGROUND SERVICE

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 200 feet of conductor per fixture on appropriate poles.

RATE				Month	ly Charge		
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Fixture Only	Decorative Smooth		
High Pres	ssure Sodium						
275	Cobra/Contemporary	16,000	0.181		<b>\$</b> 27.02 <b>_</b>	!	Deleted: 33.62
266	Cobra/Contemporary	28,500	0.294		29.72	 	Deleted: 36.97
267	Cobra Contemporary	50,000*	0.471		34.11,	T/I	
							Deleted: 42.43
276	Coach/Acorn	5,800	0.083		\$ <u>15.88,</u>	!	Deleted: 19.76
274	Coach/Acorn	9,500	0.117		<u> 19.08,                                     </u>	!	Deleted: 22.85
277	Coach/Acorn	16,000	0.181		23.70,		
						_	Deleted: 24.06
279/278	Contemporary	120,000*	1.000	\$45.11	\$76.24	1	
417	Acorn, Bronze	9,500	0.117		\$ <u>25.38,</u> _	!	Deleted: 25.33
419	Acorn, Bronze	16,000	0.180		26.97	<mark> </mark>	Deleted: 26.48
280	Victorian	5,800	0.083	\$ <u>21.33</u> ,		<u> </u>	Deleted: 26.53
281	Victorian	9,500	0.117	22.38			Deleted: 27.85
282	London	5,800	0.083	\$21.49		l	Deleted: 26.73
283	London	9,500	0.117	22.88,			Deleted: 28.46

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/s/ Robert M. Conroy, Vice President State Regulation and Rates **ISSUED BY:** 

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 36.2

Standard Rate

RLS **Restricted Lighting Service** 

# UNDERGROUND SERVICE (continued)

RATE				<u>Month</u>	ly Charge		
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Fixture Only	Decorative Smooth		
High Pres	sure Sodium (continue	ed)				Т	
426	London	5,800	0.083		\$35.13,		Deleted: 36.37
428	London	9,500	0.117		36.07,	!	Deleted: 35.83
430	Victorian	5,800	0.083		<u>34.15, </u>	[	
432	Victorian	9,500	0.117		36.31,	[	Deleted: 36.01
Victorian/	London Bases						Deleted: 36.32
950	Old Town				\$ <u>3.63,</u>	1	Deleted: 4.51
951	Chesapeake				3.83,	1	Deleted: 4.24
Poles						,	
901	10' Smooth Pole				10.82	Т	
902	10' Fluted Pole				12.91	Т	
Mercury V	anor						
318	Cobra Head	8,000	0.210		\$ <u>18.55</u> ,	1	Deleted: 19.56
314	Cobra Head	13,000	0.298		20.44	í	
315	Cobra Head	25,000	0.462		24.46	ī - ¬	Deleted: 21.54
						D	Deleted: 25.78
206	Coach	4,000	0.100		\$13.41	1	Deleted: 14.14
208	Coach	8,000	0.210		15.29	!	Deleted: 16.12
Metal Hali	de					N	
479/480	Contemporary	12,000	0.150	\$ <u>15.46</u>	<b>\$</b> 25.97 <b>_</b>	N-1	Deleted: 17.18
483/484	Contemporary	107,800*	1.080	45.01	<u>56.16,</u>		Deleted: 32.31
Incandeso	ent					1	Deleted: 58.35
349	Continental Jr.	1,500	0.102		\$ 9.57		
348	Continental Jr.	6,000	0.447		13.93		
furnished	ustomer's location requithe requested facilities acilities Rider.					_	
					<del></del>	Т	
OF ISSUE	XXXX, 2017						Deleted: November 23, 2016

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ISSUED BY:

/s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

DATE EFFECTIVE: July 1, 2017

P.S.C. Electric No. 11, Original Sheet No. 36.3

#### Standard Rate

# RLS **Restricted Lighting Service**

#### **DUE DATE OF BILL**

Payment is due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill. Billing for this service to be made a part of the bill rendered for other electric service.

Т

## DETERMINATION OF ENERGY CONSUMPTION

The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

#### **TERM OF CONTRACT**

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five-year term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

# **TERMS AND CONDITIONS**

- 1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
- 2. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults. Company shall initiate service corrections within two (2) business days after such notification by Customer.
- 3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
- 4. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
- Temporary suspension of lighting service is not permitted. Upon permanent discontinuance of service, lighting units and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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ISSUED BY:

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 37

#### Standard Rate

LE

# **Lighting Energy Service**

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Available to municipalities, county governments, divisions or agencies of the state or Federal governments, civic associations, and other public or quasi-public agencies for service to public street and highway lighting systems, where the municipality or other agency owns and maintains all street lighting equipment and other facilities on its side of the point of delivery of the energy supplied hereunder.

#### RATE

\$0.06934 per kWh

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

# DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# **CONDITIONS OF DELIVERY**

- Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.
- The location of the point of delivery of the energy supplied hereunder and the voltage at which such delivery is effected shall be mutually agreed upon by Company and the customer in consideration of the type and size of customer's street lighting system and the voltage which Company has available for delivery.

# TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2015-00222 dated December 7, 2015

P.S.C. Electric No. 11, Original Sheet No. 38

Standard Rate

TE

# **Traffic Energy Service**

# **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Available to municipalities, county governments, divisions of the state or Federal governments or any other governmental agency for service on a 24-hour all-day every-day basis, where the governmental agency owns and maintains all equipment on its side of the point of delivery of the energy supplied hereunder. In the application of this rate each point of delivery will be considered as a separate customer.

This service is limited to traffic control devices including, but not limited to, signals, cameras, or other traffic lights, electronic communication devices, and emergency sirens.

RATE

Basic Service Charge per month:

\$4.00 per delivery point

\$0.08299

Т

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Plus an Energy Charge per kWh:

# **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause Sheet No. 85 Off-System Sales Adjustment Clause Sheet No. 88 Environmental Cost Recovery Surcharge Sheet No. 87 Franchise Fee Rider Sheet No. 90 School Tax Sheet No. 91

# MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

# DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 38.1

Standard Rate

ΤE **Traffic Energy Service** 

# **CONDITIONS OF SERVICE**

- 1. Service hereunder will be metered except when, by mutual agreement of Company and customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption, taking into account the size and characteristics of the load, or on meter readings obtained from a similar installation.
- 2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer. Where attachment of Customer's devices is made to Company facilities, Customer must have an attachment agreement with Company.
- 3. Loads not operated on an all-day every-day basis will be served under the appropriate rate.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: January 1, 2013

/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00222 dated December 20, 2012

P.S.C. Electric No. 11, Original Sheet No. 40

#### Standard Rate

# **PSA**

# **Pole and Structure Attachment Charges**

#### APPLICABLE

In all territory served.

#### **AVAILABILITY**

Available to the facilities of cable television system operators and telecommunications carriers as provided below except: (1) facilities of incumbent local exchange carriers with joint use agreements with the Company; (2) facilities subject to a fiber exchange agreement; and (3) Macro Cell Facilities. Nothing in this tariff expands the right to attach to the Company's structures beyond the rights otherwise conveyed by law.

# APPLICABILITY OF SCHEDULE TO CURRENT LICENSE AGREEMENTS

Any telecommunication carrier that executed a license agreement permitting attachments to the Company's structures prior to the effective date of this Schedule shall be subject to the rates, terms, and conditions of this Schedule upon expiration or termination of its license agreement.

#### **DEFINITIONS**

"Affiliate" means, with respect to an entity, any entity controlling, controlled by, or under common control with such entity.

"Approved Contractor" means a contractor approved by Company for a particular purpose.

"Attachment" means the Cable or Wireless Facilities and all associated appliances including without limitation any overlashed cable, guying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or otherwise conflicts with Company's electric design and construction standards.

"Attachment Customer" means a customer that attaches its facilities to one or more of the Company's Structures and has executed an Attachment Customer Agreement with the Company.

"Attachment Customer Agreement" means the written agreement provided by the Company and executed between Attachment Customer and Company incorporating the terms and conditions of this Schedule.

"Cable" means the fiber optic or coaxial cable, or any other type of cable, as well as any messenger wire or support strand.

"Cable television system operator" means a Person who operates a system that transmits television signals, for distribution to subscribers of its services for a fee, by means of wires or cables connecting its distribution facilities with its subscriber's television receiver or other equipment connecting to the subscriber's television receiver, and not by transmission of television signals through the air, and subscription to the system's service is available to the public.

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ISSUED BY:

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 40.1

# Standard Rate

# PSA Pole and Structure Attachment Charges

"Communication Space" means the area below the Communication Worker Safety Zone to the limit of allowable NESC clearance, department of transportation or other governmental requirements, and Company's internal construction standards on poles.

"Communication Worker Safety Zone" means the space between the facilities located in the Supply Space and facilities located in the Communications Space on poles.

"Contractor" means any Person employed or engaged by Attachment Customer to perform work or render services upon or in the immediate vicinity of Company's Structures or associated facilities other than Attachment Customer and Attachment Customer's employees.

"Distribution Pole" means a utility pole supporting electric supply facilities, all of which operate at less than 69 kV, but does not include a non-wood street light pole or a wood street light pole that is not located in a public right-of-way.

"Duct" means a pipe, tube, conduit, manhole, or other structure made for supporting and protecting electric and/or communications wires or cables and in which wires, cables and conduits may be placed for support or protection but excluding (1) any pipe now or previously used for the transmission or distribution of natural gas, (2) any duct system supporting electric supply lines operated at 69kV or greater, and (3) any vault.

"High Volume Application" means an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes submitted to Company within a 30-day period.

"Macro Cell Facility" means a wireless communications system site that is typically high-power and high-site, and capable of covering a large physical area, as distinguished from a distributed antenna system (DAS), small cell, or WiFi attachment, by way of example. Macro Cell Facilities are typically, but not exclusively, co-located on Transmission Poles and communications monopoles and towers.

"Make Ready Survey" means a survey, in the form prescribed by the Company from time to time, prepared by the Company or an Approved Contractor describing in reasonable detail the makeready engineering requirements, and such other information as the Company may require, for the installation of an Attachment or group of Attachments on a Structure or group of Structures.

"NEC" means the National Electrical Code.

"NESC" means the National Electrical Safety Code.

"Person" is defined by KRS 278.010(2).

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XXXX, 2017

20000, 2017

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 40.2

# Standard Rate

# **PSA**

## Pole and Structure Attachment Charges

"Service Drop" means a Cable, attached to a pole with a J-hook or other similar hardware that connects the trunk line to an Attachment Customer's premises.

"Structure" means any Company pole, conduit, duct, or other facility normally used by the Company to support or protect its electric conductors but shall not include (1) any Transmission Pole other than Transmission Poles to which the Company has attached its own electric supply lines operated at less than 69kV; (2) any street light pole that is not a wood pole located in a public right-of-way; or (3) any pole that the Company has leased to a third party.

"Supply Space" means the space above the Communications Worker Safety Zone used for the installation of electric supply lines.

"Telecommunications carrier" means a Person who operates a system that (1) transmits by wire or wireless means, between or among points specified by the user, information of the user's choosing without change in the form or content of the information as sent or received, and (2) provides such transmission services for a fee directly to or for the public, or to such classes of users as to be effectively available directly to or for the public, and includes, but is not limited to, internet service providers, voice over internet protocol service providers, cellular and mobile phone service providers or resellers of such services.

"Transmission Pole" means any utility pole or tower supporting electric supply facilities designed to operate at 69 kV or greater.

"Wireless Facility" means, without limitation, antennas, risers, transmitters, receivers, and all other associated equipment used in connection with Attachment Customer's provision of wireless communications services and the transmission and reception of radiofrequency signals, but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or that conflicts with the Company's electric design and construction standards.

# ATTACHMENT CHARGES

- \$ 7.25 per year for each wireline pole attachment.
- \$ 0.81 per year for each linear foot of duct.
- \$ 84.00 per year for each Wireless Facility.

# **BILLING**

All attachment charges for use of Structures will be billed semi-annually based upon the type and number of Attachment Customer's Attachments reflected in Company's records on December 1 and June 1. A bill issued under this Schedule shall be due upon its issuance. Any bill not paid in full within 60 days of its issuance shall be assessed a late payment fee of 3 percent on the bill's current charges. If the Attachment Customer fails to pay all charges and fees billed within six months of the bill's issuance, the Company may remove any or all of Attachment Customer's

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 40.3

# **Standard Rate**

#### **PSA**

# Pole and Structure Attachment Charges

Attachments. In lieu of or in addition to removal of Attachments, the Company may exercise any other remedies available under law to address Attachment Customer's failure to make timely payment of any charges assessed under this Schedule.

#### **TERM OF SERVICE**

An executed Attachment Customer Agreement shall be for a term of 10 years and shall thereafter automatically renew for successive one year periods unless Company or Attachment Customer provides the other with written notice of termination at least 60 days prior to the renewal date.

#### TERMS AND CONDITIONS OF ATTACHMENT

Attachments to Company's Structures that do not interfere with the Company's electric service requirements and the Attachments of existing customers and joint users shall be permitted in accordance with the terms and conditions of this Schedule. The Terms and Conditions set forth in Section 5 of this Tariff shall also be applicable to the extent they are not in conflict with or inconsistent with this Schedule's provisions.

# ATTACHMENT CUSTOMER AGREEMENT

No Attachments shall be made to Company's Structures until Attachment Customer has executed an Attachment Customer Agreement. The Attachment Customer Agreement shall incorporate the terms and conditions set forth in this Schedule.

# 2. NO PROPERTY RIGHTS

No use, however extended, of Company Structures shall create or vest in the Attachment Customer any right, title or interest in the Structures. Attachment Customer Agreement confers only a non-exclusive right to affix and install Attachments to and on Company's Structures. The Company is not required to maintain any Structure for a period longer than demanded by its electric service requirements.

# **USE OF COMPANY'S FACILITIES BY OTHERS**

Nothing in this Schedule shall affect the rights or privileges previously conferred by the Company to others. The rights granted under this Schedule and the Attachment Customer Agreement shall at all times be subject to such previously conferred privileges and shall not affect the rights or privileges that may be conferred by the Company in the future to others.

# 4. TRANSFER OF RIGHTS

Except as provided in this Schedule, Attachment Customer's rights under the Attachment Customer Agreement are non-delegable, non-transferable and non-assignable. Any delegation, transfer or assignment of any interest created by the Attachment Customer Agreement or this Schedule without Company's prior written consent is voidable at the Company's option.

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 40.4

Standard Rate

PSA

## **Pole and Structure Attachment Charges**

Attachment Customer shall not permit a third party to overlash or utilize any Attachment without Company's prior written consent. Company may condition its consent upon such third party's compliance with all provisions of the Attachment Customer Agreement, this Schedule, and such other terms as Company may reasonably require.

#### 5. COMPANY'S ABANDONMENT OF STRUCTURE

The Company shall provide an Attachment Customer with a minimum of 180 days' notice before abandoning a Structure to which the Attachment Customer has made an Attachment unless state or local law, easement provisions, or contractual obligations to a third party requires the Structure to be abandoned in a shorter period, in which case the Company shall provide as much notice as is reasonably practicable.

# 6. FRANCHISES AND EASEMENTS

Attachment Customer shall secure at its own expense any right-of-way, easement, license, franchise or permit from any Person that may be required for the construction or maintenance of Attachments by or for the Attachment Customer. If requested by Company, Attachment Customer shall submit to Company satisfactory evidence of such right-of-way, easement, license, franchise or permit. Company's approval of Attachments shall not constitute any representation or warranty regarding Attachment Customer's right to occupy or use any public or private right-of-way.

Upon an Attachment Customer's written request, the Company may provide to the Attachment Customer such non-private information as the Company may have regarding the name of the record landowners from which the Company obtained easements for Structures. Such information is provided without representation or warranty as to its accuracy or completeness. The Company has no obligation to correct or supplement any information so provided. If the Company provides assistance to the Attachment Customer in obtaining easements or other property rights, the Attachment Customer shall reimburse the Company's cost of providing such assistance within 30 days of its receipt of an invoice from Company.

Attachment Customer shall indemnify and save harmless Company from all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Attachment Customer to secure any right of way, easement, license, franchise or permit.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 40.5

Standard Rate

#### **PSA Pole and Structure Attachment Charges**

#### 7. ATTACHMENT APPLICATIONS AND PERMITS

- Unless waived by the Company, Attachment Customer shall make written application, in the form and manner prescribed by the Company for permission to install Attachments on or in any Structure. Each application shall include: (1) in the case of poles, the owner, number and location of all Structures for which license to attach is sought and the amount of space required thereon; (2) in the case of Ducts, the number of linear feet of Duct space and the specific location of each such Duct to be utilized, the amount of requested space, the nature of any changes or inner Duct or Ducts proposed to be installed and any other construction that might be required by the proposed Attachments; (3) the physical attributes of all proposed Attachments; (4) a load bearing study for each Attachment, unless the Company finds such study is not necessary; (5) the proposed start date for installation of the Attachments; (6) any issues then known to Attachment Customer regarding space, engineering, access or other matters that might require resolution before installation of Attachments; and (7) proposed make ready drawings. Company may request additional information be included with the application at its reasonable discretion. Attachment Customer shall clearly distinguish in its application between Distribution Poles and Transmission Poles for which Attachments are proposed. Any Approved Contractor gathering information for an application to use Ducts must be accompanied by a Company-designated inspector. The Company shall schedule Approved Contractor inspections of Ducts within 15 days of its receipt of a request for such inspection.
- b. Attachment Customer shall be responsible for all costs associated with the application, a Make Ready Survey, engineering analysis, and the Company's review of the application. Attachment Customer shall reimburse Company upon presentation of an invoice for such costs. If the Attachment Customer does not request Attachments to a Transmission Pole or Duct, Company shall complete a Make Ready Survey within 60 days of its receipt of Attachment Customer's completed application. If Attachment Customer's application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for performance.
- c. Upon completion of the Make Ready Survey, the Company shall notify Attachment Customer in writing whether its application for use of Company's Structures has been granted, of any necessary changes to the proposed construction drawings, and the conditions, if any, imposed on the installation or use of Attachments. The Company reserves the right to deny access to any Structure based upon lack of capacity, safety, reliability, engineering standards or other good reason. The Company may deny access to Transmission Poles in its discretion for any reason; provided that such denials shall be determined in a non-discriminatory manner. Transmission Poles that do not support electric supply lines operated at less than 69kV are not available for Attachments under this Schedule

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P.S.C. Electric No. 11, Original Sheet No. 40.6

#### Standard Rate

# PSA Pole and Structure Attachment Charges

- d. Within 15 days of notifying Attachment Customer of the approval of its application, Company shall provide Attachment Customer a written statement of the costs of any necessary Company make-ready work, including but not limited to rearrangement of electric supply facilities and pole change out. Attachment Customer shall indicate its approval of this statement by submitting payment of the statement amount within 15 days of receipt. If facilities of a third party are required to be rearranged or transferred, Attachment Customer shall coordinate with the third party for such rearrangement or transfer and shall pay the costs related thereto. If Attachment Customer's application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for preparation of a written statement of the costs of any necessary Company make-ready work.
- e. If an existing Structure is replaced or a new Structure is erected solely to provide adequate capacity for Attachment Customer's proposed Attachments, Attachment Customer shall pay a sum equal to the actual material and labor cost of the new Structure, as well as any replaced appurtenances, plus the cost of removal of the existing Structure minus its salvage value, within 30 days of receipt of an invoice. The new Structure shall be Company's property regardless of any Attachment Customer payments toward its cost. Attachment Customer shall acquire no right, title or interest in or to such Structure.
- f. If Company is unable to perform the Make Ready Survey and engineering analysis within the time period established under Section 7b, it shall advise the Attachment Customer and promptly meet with the Attachment Customer to develop a mutually agreeable plan of performance.
- g. If Company fails to perform the make-ready work within 60 days of receipt of Attachment Customer's payment of the make-ready costs, Attachment Customer may perform such work at its expense using an Approved Contractor, except that Attachment Customer may not perform such work with respect to Transmission Poles or Ducts. Company shall refund any unexpended make-ready fees within 30 days of notice that Attachment Customer has performed the work. Attachment Customer shall notify Company upon completion of such make-ready work and Company may inspect such work prior to the construction of Attachments. Attachment Customer shall bear the cost of such Company inspection.
- h. If Attachment Customer submits to Company within a 30-day period an application or applications for Attachments to more than 300 poles or to place Cable or conduit through more than 10 manholes, such application or applications shall be considered a High Volume Application. The provisions set forth in Sections 7b through 7g that relate to time

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P.S.C. Electric No. 11, Original Sheet No. 40.7

Standard Rate

#### **PSA Pole and Structure Attachment Charges**

period and cost-reimbursement of the Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of make-ready work, shall not apply to High Volume Applications. The Company and Attachment Customer submitting a High Volume Application shall develop a mutually agreeable plan of performance and cost reimbursement for Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of make ready work, shall set this plan to writing and shall file it with the Commission as a special contract.

A Service Drop may be affixed and installed on a Distribution Pole without making written application if (1) it is affixed within six (6) inches of Attachment Customer's existing Attachment, (2) it conforms to all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to construction and installation of Attachments, and (3) written notice of each such Service Drop is provided to Company in the month following the month of its installation. A Service Drop shall be counted as an Attachment for purposes of billing and permitting if it (1) is attached to a pole without an existing Attachment, (2) extends more than one span along the trunk line (in which case each individual pole to which such Service Drop is attached shall be treated as the site of an individual Attachment), or (3) is not affixed to a pole within six (6) inches of Attachment Customer's existing Attachment.

# 8. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

- Attachment Customer shall not construct or install any Attachments until Company has approved in writing the design, construction, and installation practices for Attachment Customer's Attachments.
- b. All Attachments shall be constructed and installed in a manner reasonably satisfactory to Company and so as not to interfere with the Company's present or future use of its Structures. Attachments in Ducts shall not include any splice enclosures or excess cable. Attachment Customer shall maintain, operate and construct all Attachments in such manner as to ensure Company's full and free access to all Company facilities. All Attachments shall conform to Company's electric design and construction standards and applicable requirements of the NESC, NEC, and all other applicable codes and laws. In the event of a conflict, the more stringent standard shall apply.
- c. Attachment Customer shall identify each of its Attachments with a tag, approved in advance by Company, that includes Attachment Customer's name, 24-hour contact telephone number, and such other information as Company may require. Attachment Customer shall tag new Attachments at the time of construction. Any Attachments existing as of the date of execution of Attachment Customer Agreement shall be tagged within 180 days of the date of the Agreement. All Cable placed by Attachment Customer

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/s/ Robert M. Conroy, Vice President

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P.S.C. Electric No. 11, Original Sheet No. 40.8

Standard Rate

# PSA Pole and Structure Attachment Charges

within a Company-owned or controlled Duct shall be enclosed within Attachment Customer furnished inner-duct and shall be clearly marked and identified as belonging to Attachment Customer at all access points.

- d. In the design, installation and maintenance of its Attachments, Attachment Customer shall comply with all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to the work of constructing and installing the Attachments. All work shall be performed in accordance with the applicable standards of the NESC and the NEC, including amendments thereto adopted. Attachment Customer shall take all necessary precautions, by the installation of protective equipment or other means, to protect all Persons and property of all kinds against injury or damage caused by or occurring by reason of the construction, installation or existence of Attachments.
- e. Attachment Customer shall immediately report to Company (1) any damage caused to property of Company or others when installing or maintaining Attachments, (2) any Attachment Customer's failure to meet the requirements set forth in this Schedule for assuring the safety of Persons and property and compliance with laws and regulations of public authorities and standard-setting bodies, and (3) any unsafe condition relating to Company's Structures identified by Attachment Customer.
- f. Attachment Customer shall complete installation of its Attachments within 60 days of the later of approval of the application for such Attachments or, if make-ready work is required under such approval, completion of make-ready work, and shall notify Company in writing upon its completion. If Attachment Customer fails to complete the installation within this time period, the Company may revoke its permit for the Attachment. Prior to revoking the permit for the Attachment, Company shall provide written notice of the revocation to the Attachment Customer. Company may conduct an inspection of such Attachments. Attachment Customer shall reimburse Company within 30 days of presentation of an invoice for such inspections.
- g. Company may monitor Attachment Customer's construction and installation of Attachments. If the need for a monitor is caused by Attachment Customer's failure to comply with the terms of this Schedule, the Attachment Customer Agreement, or any applicable law or regulation, Attachment Customer shall reimburse Company for the actual cost of any such monitoring within 30 days of receipt of an invoice for such cost. For locations where Attachment Customer's construction and installation are within Company underground facilities, Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within 30 days of receipt of an invoice.

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# PSA Pole and Structure Attachment Charges

- h. Attachment Customer may use qualified contractors of its own choice to perform work below the Communication Worker Safety Zone. For any work in or above the Communication Worker Safety Zone that Company allows Attachment Customer to perform, Attachment Customer shall use an Approved Contractor who may, at Company's discretion, be required to be accompanied by a Company-designated inspector. For any work in Company's Ducts, Attachment Customer shall use an Approved Contractor, who must be accompanied by a Company-designated inspector. The Company shall schedule a Company-designated inspector to accompany an Approved Contractor within 15 days of its receipt of such request for such inspector. The costs of such inspection shall be reimbursed to the Company in the same manner described in Section 8g above.
- i. Attachment Customer shall comply with all applicable Federal, State, and local laws, rules and regulations with respect to environmental practices undertaken pursuant to the construction, installation, operation and maintenance of its Attachments. Attachment Customer shall not bring, store or utilize any hazardous materials on any Company site without the Company's prior express written consent. To the extent reasonably practicable, Attachment Customer shall restore any property altered pursuant to its performance under the Attachment Customer Agreement to its condition existing immediately prior to the alteration. Company has no obligation to correct or restore any property altered by Attachment Customer and bears no responsibility for Attachment Customer's compliance with applicable environmental regulations.
- j. If Attachment Customer fails to install any Attachment in accordance with the standards and terms set forth in this Schedule and Company provides written notice to Attachment Customer of such failure, Attachment Customer, at its own expense, shall make necessary adjustments within 30 days of receipt of such notice. Subject to Section 15 of this Schedule, if Attachment Customer fails to make such adjustments within such time period, Company may make the repairs or adjustments, and Attachment Customer shall pay Company for the actual cost thereof, plus 50 percent, within 30 days of receipt of an invoice.
- k. Attachment Customer is responsible for any damage, fines or penalties resulting from any noncompliance with the construction and maintenance requirements and specifications set forth in this Section 8. Company undertakes no duty to require any specific action by Attachment Customer and assumes no responsibility by requiring such compliance or by requiring Attachment Customer to meet any specifications or to make any corrections, modifications, additions or deletions to any work or planned work by Attachment Customer.

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-/ Dahari M. Oarras Vias Brasidani

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#### **PSA**

#### **Pole and Structure Attachment Charges**

I. Within 15 days of completion of the installation of the Attachment, Attachment Customer shall furnish Company with complete "as-built" drawings in a computer generated electronic format (or such other format as is agreeable to Company). Hand drawings shall not be submitted.

#### ADDITIONAL REQUIREMENTS FOR WIRELESS FACILITIES

- a. Wireless Facilities Attachments may be attached to Distribution Poles only.
- Company may require Attachment Customer to furnish with any written application for permission to install a Wireless Facilities Attachment a mock-up of the proposed Attachment.
- c. Attachment Customer is solely responsible for ensuring that the radiofrequency ("RF") radiation emitted by its Wireless Facilities, alone and/or in combination with any and all sources of RF radiation in the vicinity, is within the limits permitted under all applicable governmental and industry standard safety codes for general population/uncontrolled exposure. Attachment Customer shall install appropriate signage on the poles to which Wireless Facilities have been attached, to warn line workers or the general public of the presence of RF radiation and the need for precautionary measures. Attachment Customer shall periodically inspect the signage and replace the signage if necessary to ensure that the signage, including text and warning symbols, remains clearly visible.
- d. Each Wireless Facility installation shall include a switch that operates to disconnect and de-energize the antenna. In non-emergency circumstances, Company employees or contractors will make reasonable efforts to contact Attachment Customer at a telephone number that Attachment Customer has marked on the Wireless Facility installation to request a temporary power shut-down. Company personnel or those of other attaching entities will operate the power disconnect switch to ensure that the antenna is not energized while work on the pole is in progress. In emergency circumstances, Company personnel and those of other entities attached to Company poles may accomplish the power-down by operation of the power disconnect switch without advance notice to Attachment Customer.
- Attachment Customer is solely responsible for ensuring compliance with all Federal Communication Commission antenna registration requirements, Federal Aviation Administration air hazard requirements, or similar requirements with respect to the location of Attachment Customer's Wireless Facilities on Company's poles.
- All power supplies, equipment cabinets, meter bases and other equipment associated with the Wireless Facilities that are large enough to impede accessibility shall be installed off-pole, consistent with the applicable standards of the NESC, Company standards, and all applicable laws, rules, regulations, ordinances, and other applicable governmental directives.

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# PSA Pole and Structure Attachment Charges

#### 10. OVERLASHING OF CABLE

Attachment Customer may overlash Cable to its existing Attachments without such overlashing being considered a separate Attachment subject to an Attachment Charge and without making written application provided: (1) a pole load analysis was performed for such overlashing; (2) such overlashing is completed within 120 days of the Attachment over which the overlashing occurs, (3) no make-ready work of any kind is necessary to accommodate the overlashing; (4) Attachment Customer obtained a permit from the Company for such overlashing; and (5) Attachment Customer provides Company with written notice of such overlashing within 30 days of completion. Any overlashing that fails to meet these conditions shall be deemed a new Attachment for all purposes except the assessment of Attachment Charges. Notwithstanding the foregoing, no bundle of Attachment Customer's Cable shall exceed two inches in diameter.

#### 11. MAINTENANCE OF ATTACHMENTS AND STRUCTURES

Attachment Customer shall maintain Attachments in safe condition and in good repair, in a manner reasonably suitable to Company and so as not to conflict with any use of Company facilities (including Structures) by Company or any other Person using such facilities pursuant to any license or permit by Company. Attachment Customer shall not interfere with the working use of any other Person's property on or in such facilities or any such property, which may be placed on or near the Structures and other facilities.

Company reserves to itself, its successors, Affiliates and assigns, the right to maintain Structures and other Company property and to operate its business and maintain its property in such a manner as will, in its own judgment, best enable it to fulfill its own service requirements. Company shall not be liable to Attachment Customer for any interference with the operation of Attachment Customer's facilities, or loss of business arising in any manner out of the use of Company's Structures or other property.

# 12. NATIONAL JOINT UTILITIES NOTIFICATION SYSTEM

Within 30 days of executing Attachment Customer Agreement, and prior to making application for any Attachment, Attachment Customer will join National Joint Utilities Notification System ("NJUNS"), a web-based system developed to improve joint use communication, and will actively participate during the Term of Service, by entering field information into the NJUNS system within the times required by the system. Should Attachment Customer fail to actively participate in NJUNS and should such failure cause the Company to incur expense or liability to others, Attachment Customer shall reimburse the Company its expense and indemnify and hold the Company harmless from any damages or liability arising out of such failure. If Company at a later date elects to use a different web-based system for the joint use communication, it shall notify Attachment Customer at least sixty (60) days in advance of such change and Attachment Customer shall join that system.

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#### PSA

#### **Pole and Structure Attachment Charges**

#### 13. INSPECTIONS

Company may make periodic inspections for the purpose of determining compliance with this Schedule and with the Attachment Customer Agreement. Neither the Company's right to make inspections nor any inspection made by Company shall relieve an Attachment Customer of any responsibility, obligation or liability assumed under this Schedule.

Upon thirty (30) days' prior notice to Attachment Customer, Company may conduct a field inspection of its Structures to verify the number, location and type of Attachment Customer's Attachments. If the field inspection reveals more Attachments than shown in Company's existing records, the additional Attachments shall be treated as Unauthorized Attachments.

#### 14. INTERFERENCE OR HAZARD

If Company notifies Attachment Customer in writing or orally with written confirmation that the Attachment Customer's Attachments or the condition of Attachment Customer's Attachments on or in any Structure (i) interfere with the use of such Structure or the operation of Company facilities or equipment, (ii) constitute a hazard to the service rendered by Company or any other Persons permitted by Company to use such Structures, (iii) cause a danger to employees of Company or other Persons, or (iv) fail to comply with the Company's standards and applicable requirements of the NESC, NEC, and all other applicable codes, laws and regulations, the Attachment Customer shall, within a reasonable period, remove, rearrange, repair or change its Attachments as needed or as directed by Company. In the case of any immediate hazard or danger, such period shall not exceed twenty-four (24) hours from Attachment Customer's receipt of such notice. In case of a hazardous condition or other emergency which requires the immediate remove or relocation of the Attachment Customer's Attachments, the Company may at Attachment Customer's expense, without prior notice and with no liability therefor, remove or relocate such Attachments; provided however, that Company shall notify Attachment Customer of such action as soon as reasonably possible by any appropriate means, including by telephone.

## 15. REARRANGEMENT; RELOCATION OF STRUCTURES; NEW STRUCTURES

- a. If Attachment Customer's Attachments can be accommodated on or in existing Structures only by rearranging Company facilities, or if because of Attachment Customer's proposed Attachments, Company rearranges or transfers its facilities on or in any facility not owned by it, Attachment Customer shall reimburse Company for the actual expense incurred in making such rearrangement or transfer.
- b. Upon 45 days prior written notice delivered to Attachment Customer, Company may replace, relocate, or remove any Structure and cause the alteration, relocation or removal of any Attachment, consistent with normal operating, maintenance and development

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#### **PSA Pole and Structure Attachment Charges**

procedures and prudent utility practices. In cases of emergency or dangerous situations, Company shall give only as much prior notice as practical under the circumstances. Company shall bear all costs and expenses of any relocation of the Structures not attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall bear all costs and expenses of any relocation and removal of the Attachments and all costs and expenses attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall be solely responsible for any losses occasioned by the interruption of Attachment Customer's business or operations and shall indemnify and hold Company harmless in connection with same.

- If Company determines that any space occupied by the Attachments is required in connection with the services that the Company provides, Company may direct, by written notice to Attachment Customer, that such Attachments be removed from the Structures. Company shall use reasonable efforts to make space available as close in proximity as possible to the former Structures. Attachment Customer shall make such relocation within forty-five (45) days of the Company's request.
- d. In the event a Person other than the Attachment Customer applies to make an Attachment to a Structure on which the Attachment Customer has placed an Attachment, and such application requires that Attachment Customer rearrange, transfer or relocate its Attachments, then Attachment Customer shall perform such rearrangement, transfer or relocation within 60 days of notice of such need to rearrange, transfer or relocate. Attachment Customer may condition its rearrangement, transfer or relocation upon reimbursement for the cost of such rearrangement, transfer or relocation. In the event Attachment Customer fails to perform such rearrangement, transfer or relocation within the time frame described above, the affected Attachments may be subject to rearrangement, transfer or relocation by the Person whose application necessitated the rearrangement, transfer or relocation to the extent permitted by law.

## 16. ABANDONMENT OF ATTACHMENT

Attachment Customer may at any time voluntarily remove its Attachments from any Structure, but shall immediately give Company written notice of such removal on the Companyprescribed form. Attachment Customer shall bear all cost of removal and any costs that Company incurs as a result of such removal and shall pay such costs within 30 days of receipt of an invoice. No refund of any amount paid for use of such Structure will result from Attachment Customer's voluntary removal nor shall such voluntary removal affect any other obligation or liability of Attachment Customer under this Schedule or the Attachment Customer Agreement.

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# PSA Pole and Structure Attachment Charges

#### 17. INDEMNITIES

Attachment Customer shall protect, defend, indemnify and save harmless Company, its Affiliates, their officers, directors, employees and representatives from and against all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to costs and expenses of defending against the same, payment of any settlement or judgment therefor and reasonable attorney's fees that are incurred in such defense, by reason of any claims arising from Attachment Customer's activities under this Schedule, or from Attachment Customer's presence on the Company's premises, or from or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives, including but not limited to claims alleging (1) injuries or deaths to Persons; (2) damage to or destruction of property including loss of use thereof; (3) power or communications outage, interruption or degradation; (4) pollution, contamination of or other adverse effects on the environment; (5) violation of governmental laws, regulations or orders; or (6) rearrangement, transfer, or removal of any third party attachment on, from, or to any Company Structure. The indemnity set forth in this section shall include indemnity for any claims arising out of the joint negligence of the Attachment Customer and Company.

#### 18. UNAUTHORIZED ATTACHMENTS

If Attachment Customer makes any Attachment that requires Company approval under this Schedule and Attachment Customer Agreement and has not obtained such approval, the Attachment Customer shall pay a penalty for the Unauthorized Attachment equal to double the current Attachment charge. Attachment Customer shall also submit to Company an application for approval of the Unauthorized Attachment within 30 days of the attachment's discovery. If the Attachment Customer fails to submit the required applications or fails to timely remit any necessary payments to Company in connection with the application process (including but not limited to any make-ready fees necessary to accommodate the Unauthorized Attachments), Company may remove any or all such Unauthorized Attachments at Attachment Customer's expense.

## 19. DEFAULT

If Attachment Customer fails to pay any undisputed fee required, perform any material obligations undertaken or satisfy any warranty or representation made under the Attachment Customer Agreement or with any of the provisions of this Schedule or default in any of its obligations under this Tariff and shall fail within 30 days after written notice from Company to correct such default or non-compliance, Company may, at its option, terminate the license covering the Structures to which such default or non-compliance is applicable; remove,

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#### **PSA Pole and Structure Attachment Charges**

relocate or rearrange at the Attachment Customer's expense the Attachments to which the default or non-compliance relates; or decline to permit additional Attachments until the failure or default is cured; by giving written notice to Attachment Customer of said termination. In the event of material or repeated default, Company may terminate the Attachment Customer Agreement and recover from the Attachment Customer all costs and expenses incurred as a result of reasonably related to the defaults. No refund of any attachment charge will be due on account of such termination.

#### 20. TERMINATION

Either Company or Attachment Customer may terminate an Attachment Customer Agreement by providing the other written notice of termination at least 60 days prior to the end of the term of service.

Upon termination, Attachment Customer shall remove all Attachments from Structures and other Company property within 180 days. Attachment Customer shall bear all costs of such removal and shall exercise precautions to avoid damage to all Persons and to facilities of Company and other parties in so removing Attachments and assumes all responsibility for all damage it causes. If Attachment Customer's Attachments and other property are not removed within 180 days of termination of this Agreement, unless the time is extended by mutual agreement, Company may remove Attachment Customer's Attachments without liability and the Attachment Customer shall pay Company the cost of such removal within 30 days of receipt of an invoice.

Company may terminate an Attachment Customer Agreement without liability to Attachment Customer, upon giving 60 days advance written notice to the Attachment Customer that it has a reasonable belief that Company's performance under the Agreement would be illegal under applicable law or regulation or under any order or ruling issued by the PSC, or any other federal, state or local agency having regulatory jurisdiction over Company and same cannot be cured by Company without unreasonable expense or without materially and substantially altering the terms and conditions of the Attachment Customer Agreement; or that termination is required to preserve the Company's rights under any franchise, right-ofway, permit, easement or other similar right which is material and substantial to Company's business or operations. In the event of such termination, the Company and the Attachment Customer shall pay and perform obligations that have arisen prior to the effective date of termination, but shall not be obligated to pay and perform obligations, which arise after the effective date of termination.

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### PSA

#### **Pole and Structure Attachment Charges**

#### 21. WAIVER

Failure by the Company to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

#### 22. INSURANCE

- a. Throughout the term of service and so long as Attachment Customer's Attachments are on or in Company Structures, Attachment Customer shall provide and maintain the following insurance:
  - (1) Workers' Compensation and Employer's Liability Policy, which shall include: (a) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of Kentucky; (b) Employer's Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee; (c) 30 Day Cancellation Endorsement; and (d) Broad Form All States Endorsement.
  - (2) Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence; \$1,000,000 Products/Completed Operations Aggregate each occurrence; \$1,000,000 Personal and Advertising Injury each occurrence, in all cases subject to \$2,000,000 in the General Aggregate for all such claims, and including: (a) 30 Day Cancellation Endorsement; (b) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Company under the Attachment Customer Agreement; (c) Broad Form Property Damage; and (d) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).
  - (3) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of \$1,000,000 each occurrence.
  - (4) Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 per occurrence; \$2,000,000 aggregate, to apply to employer's liability, commercial general liability, and automobile liability.
  - (5) To the extent applicable, if any fixed wing or rotor craft aircraft will be used by Attachment Customer in performing the work, Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of \$5,000,000 including passenger liability coverage.

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#### **PSA Pole and Structure Attachment Charges**

- (6) To the extent applicable, if engineering or other professional services will be separately provided by Attachment Customer as specified in the statements of work, then Professional Liability Insurance with limits of \$3,000,000 per occurrence and \$3,000,000 in the aggregate, which insurance shall be either on an occurrence basis or on a claims made basis (with a retroactive date satisfactory to Company).
- b. Attachment Customer shall require its Contractors and subcontractors to provide and maintain the same insurance coverage as required of Attachment Customer.
- Except with regard to workers' compensation and professional liability, each policy required under this schedule shall name Company as an additional insured and shall waive rights of subrogation against Company and Company's insurance carrier(s).
- d. All policies shall be written by insurance companies that are licensed to do business in Kentucky and that are either satisfactory to Company or have a Best Rating of not less than "A-". These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Attachment Customer and the insurance carrier.
- e. Company may request a summary of coverage of any of required policies or endorsements; but is not obligated to review any of Attachment Customer's certificates of insurance, insurance policies, or endorsements, or to advise Attachment Customer of any deficiencies in such documents. Company's receipt or review of such documents shall not relieve Attachment Customer from or be deemed a waiver of Attachment Customer's obligations to maintain insurance as provided.
- Attachment Customer shall submit evidence of such coverage(s) to Company prior to the start of any work under the Attachment Customer Agreement and shall notify Company, prior to the commencement of any work pursuant to any statement of work and/or purchase order, of any threatened, pending and/or paid off claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of such coverage(s) inuring to the Company's benefit
- Attachment Customer shall provide notice of any accidents or claims involving Attachment Customer's Attachment or Attachment Customer's work under this Schedule and the Attachment Customer Agreement to the Company's designated representative.

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#### **PSA Pole and Structure Attachment Charges**

#### 23. PERFORMANCE ASSURANCE

Attachment Customer shall furnish a surety bond at the following times and in the following amounts and for the following purposes:

- (a) During the period of the Attachment Customer's initial installation of its wireline pole attachments and at the time of any expansion involving more than 75 poles, a bond in the amount of \$2,000 for each 100 poles (or fraction thereof) to which the Attachment Customer intends to make a wireline pole attachment;
- (b) Upon satisfactory completion of the Attachment Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);
- (c) After Attachment Customer has been a customer of Company pursuant to the Attachment Agreement and is not in default under that agreement for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof)
- (d) If an Attachment Customer proposes to attach a Wireless Facility or Facilities to a Structure, Attachment Customer shall post a surety bond in the amount of \$1,500 for each pole to which a wireless attachment is attached. The amount of the bond shall not be reduced upon completion of installation or other event.

Each surety bond shall contain the provision that it shall not be terminated prior to six months after Company's receipt of written notice of the desire of the bonding or insurance company to terminate such bond. Company may waive this requirement if an acceptable replacement bond is received before the six months has ended. Upon receipt of such termination notice, Company shall request Attachment Customer to immediately remove its Cables, Wireless Facilities, Attachments and all other facilities from Company Structures. If Attachment Customer should fail to complete the removal of all of its facilities from Company's Structures within 30 days after receipt of such request, then Company may remove Attachment Customer's facilities at Attachment Customer's expense and without liability for any damage to Attachment Customer's facilities. Such bond shall guarantee the payment of any sums which may become due to attachment charges, inspections or work performed by Company under this Schedule or the Attachment Customer Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.

Each surety bond shall be issued by an entity having a minimum corporate debt rating of Aby Standard & Poor's Financial Services LLC at the time of issuance and at all times the relevant bond is outstanding.

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# PSA Pole and Structure Attachment Charges

#### 24. NOTICES

Any notice, or request, required by this Schedule or the Attachment Customer Agreement shall be deemed properly given if sent overnight by nationally recognized overnight courier, sent by certified U.S. mail, return receipt requested, postage prepaid, or sent by telecopier with confirmed receipt, to Company's and Attachment Customer's designated representative. The designation of the representative to be notified, his address and/or telecopier number may be changed at any time by similar notice.

#### 25. LIENS

To the extent permitted by law, in the event any construction lien or other encumbrance shall be placed on the Attachments as a result of the actions or omissions of Attachment Customer or its Contractor, Attachment Customer shall promptly, in accordance with applicable laws, discharge such lien or encumbrance without cost or expense to Company. Attachment Customer shall indemnify Company for any and all actual damages that may be suffered or incurred by Company in discharging or releasing said lien or encumbrance.

#### 26. FORCE MAJEURE

In the event Attachment Customer or Company is delayed in or prevented from performing any of its respective obligations under an Attachment Customer Agreement or this Schedule due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of civil or military authority, government shutdown, fires, floods, earthquakes, fiber, cable or other material failures, shortages or unavailability, delay in delivery not resulting from its failure to timely place orders therefor, lack or delay in transportation, or due to any other causes beyond its reasonable control, then such delay or nonperformance shall be excused.

# 27. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE TO ATTACHMENT CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS SET FORTH IN THIS SECTION 27 SHALL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF COMPANY IN PERFORMING ITS OBLIGATIONS UNDER AN ATTACHMENT CUSTOMER AGREEMENT OR THIS SCHEDULE.

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Standard Rate

# EVSE

#### **Electric Vehicle Supply Equipment**

# **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available to customers to be served or currently being served under Company's Standard Rate Schedules GS (with energy usage of 500 kWh or higher per month), PS, TODS, TODP, RTS, and FLS, for the purpose of charging electrical vehicles.

Charging station is offered under the conditions set out hereinafter for electric vehicle supply equipment such as, but not limited to, the charging of electric vehicles via street parking, parking lots, and other outdoor areas.

A basic underground service includes the charging station, existing transformer (or secondary pedestal) and 208/240 volt single-phase service, and necessary conductor and equipment typical of an underground service drop. Said service drop can originate from underground or overhead equipment. Company will furnish, own, install, and maintain the charging unit and cable. Customer will furnish, own and install all duct systems and associated equipment.

Where the location of existing facilities is not suitable, and Customer requests service under these conditions, Company may furnish the requested facilities at an additional charge to be determined under the Excess Facilities Rider.

Company will coordinate charging station installation with the Company's current charging station supplier and the Customer. Customer shall be responsible for the charging equipment installation costs

Service will be provided under written contract, signed by Customer prior to service commencing.

Monthly Charging Unit Fee:

Single Charger \$180.78,

Dual Charger \$302.59

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State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 41.1

Standard Rate

#### EVSE Electric Vehicle Supply Equipment

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

#### **ENERGY CONSUMPTION**

Determination of energy applies to the non-metered charging station. The applicable fuel clause charge or credit will be based on an annual 5,852 kilowatt-hours.

#### **PAYMENT**

The EVSE charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

# TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice. Cancellation by Customer prior to the expiration of the initial term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the initial term of the contract.

### **TERMS AND CONDITIONS**

- Service shall be furnished under Company's Terms and Conditions in this Tariff Book, except as set out herein
- 2. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for installation.
- The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the Customer. Where attachment of Customer's devices and/or equipment is made to Company facilities, Customer must have an attachment agreement with Company.
- All service and maintenance will be performed only during regular scheduled working hours
  of Company. Customer will be responsible for reporting outages and other operating faults.

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P.S.C. Electric No. 11, Original Sheet No. 41.2

Standard Rate

## EVSE Electric Vehicle Supply Equipment

- 5. Customer shall be responsible for the cost of charging station replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal wear and tear. Company may decline to provide or to continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
- 6. If Customer requests the removal of an existing charging station, including, but not limited to, poles, or other supporting facilities that were in service less than twenty (20) years, and requests installation of replacement facilities within five (5) years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
- Temporary suspension of charging station is not permitted. Upon permanent discontinuance
  of service, charging station and other supporting facilities solely associated with providing
  service under this tariff, except underground facilities and pedestals, will be removed.
- 8. Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.
- 9. Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for service shall furnish Company with realistic estimates of prospective electricity requirements.
- Customer shall agree to permit Company to obtain specific charging station usage data directly from the Charging Station Supplier.

#### MINIMUM CHARGE

The Monthly Charging Unit Fee shall be the minimum charge.

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

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P.S.C. Electric No. 11, Original Sheet No. 42

Standard Rate

EVC

**Electric Vehicle Charging** 

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available to operators of licensed electric vehicles (EV). EV Customer is defined as the party who owns/operates a licensed electric vehicle, connects that vehicle for the purpose of receiving vehicle charging service to a Company-owned charging station providing service under this schedule, and willingly accepts the Company's fee structure for the vehicle charging service. EVC is offered under the conditions set out hereinafter for the purpose of charging EVs via street parking, parking lots, and other outdoor areas. EV Customers' charging systems must meet applicable charging standards.

Company assumes no liability or responsibility for any potential automotive-related incidents that occur at specific charging locations. EV Customer accepts all restrictions related to the temporary parking space.

RATE

Fee Per Hour:

\$ <u>2.87</u>,\_\_\_\_\_

 J €
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Charging Unit Fee includes an Energy Charge and Adjustment Clauses.

Charging sessions of less than a full hour will be prorated.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above includes the following:

Fuel Adjustment Clause Sheet No. 85
Off-System Sales Adjustment Clause Sheet No. 88
Environmental Cost Recovery Surcharge Sheet No. 87

The bill amount specified above will be increased in accordance with the following:

Franchise Fee Sheet No. 90 School Tax Sheet No. 91

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P.S.C. Electric No. 11, Original Sheet No. 42.1

Standard Rate

#### EVC Electric Vehicle Charging

#### **TERMS AND CONDITIONS**

- Service shall be furnished under the following Terms and Conditions and excludes the Company's Terms and Conditions set out in this Tariff Book.
- 2. EV Customer is required to pay by means of credit card or Charging Station Supplier account.
  - a. Credit Card must be chip enabled (if card is not chip enabled, Customer must call the Charging Station Supplier at toll-free number provided at station), or
  - EV Customer is required to open a Charging Station Supplier account and accepts all terms and conditions of Charging Station Supplier.
- 3. Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.
- 4. Company is merely a supplier of electricity delivered to the point of connection of Company's and charging station facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of EV Customer or of third persons resulting from the presence, use or abuse of electricity or resulting from defects in or accidents to any of EV Customer's wiring, equipment, or vehicle, or resulting from any cause whatsoever other than the negligence of Company.
- 5. In no event shall Company have any liability to EV Customer, the owner of a vehicle receiving charging service, or any other party affected by the electrical service to EV Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to EV Customer, the owner of a vehicle receiving charging service, or any other party. In the event that EV Customer's use of Company's service causes damage to Company's property or injuries to persons, EV Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.
- By connecting a vehicle to the Charging Station, the EV Customer represents that the EV Customer is authorized to operate that vehicle and to connect it to the Charging Station for the purpose of receiving vehicle charging service.
- All service and maintenance will be performed only during regular scheduled working hours of Company.

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Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 45

Standard Rate

Special Charges

The following charges will be applied uniformly throughout Company's service territory. Each charge, as approved by the Public Service Commission, reflects only that revenue required to cover associated expenses.

#### RETURNED PAYMENT CHARGE

In those instances where a customer renders payment to Company which is not honored upon deposit by Company, the Customer will be charged \$10.00 to cover the additional processing costs.

#### METER TEST CHARGE

Where the test of a meter is performed during normal working hours upon the written request of a customer, pursuant to 807 KAR 5:006, Section 19, and the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1), the customer will be charged \$75.00 to cover the test and transportation costs.

#### DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$28.00 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection is effected. If both gas and electric services are reconnected at the same time, the total charge for restoration of both services shall be \$28.00. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.

Residential and general service customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$28.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected.

## METER PULSE CHARGE

Where a customer desires and Company is willing to provide data meter pulses, a charge of \$15.00 per month per installed set of pulse-generating equipment will be made to those data pulses. Time pulses will not be supplied.

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Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 45.1

N

#### Standard Rate

#### **Special Charges**

# **UNAUTHORIZED RECONNECT CHARGE**

When the Company determines that Customer has tampered with a meter, reconnected service without authorization from Company that previously had been disconnected by Company, or connected service without authorization from Company, then the following charges shall be assessed for each instance of such tampering or unauthorized reconnection or connection of service:

- A charge of \$70.00 for tampering or an unauthorized connection or reconnection that does not require the replacement of the meter;
- 2. A charge of \$90.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase standard meter;
- A charge of \$110.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Automatic Meter Reading (AMR) meter;
- A charge of \$174.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Automatic Meter System (AMS) meter; or
- 5. A charge of \$177.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a three-phase meter.

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State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

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P.S.C. Electric No. 11, Original Sheet No. 50

Standard Rate Rider

CSR<u>-1</u> Curtailable Service Rider<u>-1</u>

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rider shall be limited to customers served under applicable power schedules who contract for not less than 1,000 kVA individually, and executed a contract under this rider or gave notice of interest in participating in this rider prior to July 1, 2017. Those customers giving notice of interest by July 1, 2017 may elect to begin participating in this rider no later than January 1, 2019. No additional customers or additional load of existing customers may participate in this rider after January 1, 2019. The aggregate service under CSR1 and CSR2 for Louisville Gas and Electric Company is limited to 100 MVA in addition to the contracted curtailable load under P.S.C. No. 7, CSR1 for Louisville Gas and Electric Company as of August 1, 2010. As used herein, the term "Companies" refers collectively to Louisville Gas and Electric Company and Kentucky Utilities Company.

### CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed three hundred and seventy-five (375) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than sixty (60) minutes notice when either requesting or canceling a curtailment.

Company may request at its sole discretion up to 100 hours of physical curtailment per year. Company will request physical curtailment only when (1) all available units have been dispatched or are being dispatched and (2) all off-system sales have been or are being curtailed. Company may also request at its sole discretion up to 275 hours of curtailment per year with a buy-through option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtailable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtailable requirements. Customer's choosing to curtail rather than buy through during any of the 275 hours of Company-requested curtailment with a buy-through option each year shall not reduce, diminish, or detract from the 100 hours of physical curtailment Company may request each year.

Curtailable load and compliance with a request for curtailment shall be measured in one of the following ways:

Option A -- Customer may contract for a given amount of firm demand in kVA. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the actual kWh during any requested curtailment and the contracted firm demand multiplied by the time period (hours) of curtailment [Actual kWh – (firm kVA x hours curtailed)]. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.

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State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

Deleted: January

Deleted: Company will not enter into contracts for additional curtailable demand, even with customers already participating in this rider, on or after January 1, 2017.¶

Deleted: November 23, 2016

P.S.C. Electric No. 11, Original Sheet No. 50.1

Standard Rate Rider

#### CSR<u>-1</u> Curtailable Service Rider<u>-1</u>

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Option B -- Customer may contract for a given amount of curtailable load in kVA by which Customer shall agree to reduce its demand at any time by such Designated Curtailable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum demand in kVA immediately prior to the curtailment less the designated curtailable load. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtailment and the product of Customer's maximum load immediately preceding curtailment less Customer's designated curtailable load designated in the contract multiplied by the time period (hours) of a requested curtailment {Actual kWh — [(Max kVA preceding — Designated Curtailable kVA) x hours of requested curtailment]}.

Non-compliance for each requested physical curtailment shall be the measured positive value in kVA determined by subtracting (i) Customer's designated curtailable load from (ii) Customer's maximum demand immediately preceding the curtailment and then subtracting such difference from (iii) the Customer's maximum demand during such curtailment.

#### RATE

Customer will receive the following credits for curtailable service during the month:

Transmission Voltage Service: \$ 3.56 per kVA of Curtailable Billing Demand
Primary Voltage Service: \$ 3.67 per kVA of Curtailable Billing Demand

Non-Compliance Charge: \$16.00 per kVA

Failure of Customer to curtail when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtailment not met at the applicable standard charges. The Company and Customer may arrange to have installed, at Customer's expense, the necessary telecommunication and control equipment to allow the Company to control Customers' curtailable load. Non-compliance charges will be waived if failure to curtail is a result of failure of Company's equipment; however, non-compliance charges will not be waived if failure to curtail is a result of Customer's equipment. If arrangements are made to have telecommunication and control equipment installed, then backup arrangements must also be established in the event either Company's or Customer's equipment fails.

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P.S.C. Electric No. 11, Original Sheet No. 50.2

Standard Rate Rider

CSR-1 Curtailable Service Rider-1

#### **CURTAILABLE BILLING DEMAND**

For a Customer electing Option A, Curtailable Billing Demand shall be the difference between (a) the Customer's measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., (EST) and (ii) for the months October continuously through April, from 6 A.M. to 10 P.M., (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtailable Billing Demand shall be the customer Designated Curtailable Load, as described above.

# **AUTOMATIC BUY-THROUGH PRICE**

The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:

Automatic Buy-Through Price = NGP x .012000 MMBtu/kWh

Where: NGP is the Cash Price for "Natural Gas, Henry Hub" as posted in The Wall Street Journal on-line for the most recent day for which a price is posted that precedes the day in which the buy-through occurred.

#### CERTIFICATION

Upon commencement of service hereunder, the Customer shall be required to demonstrate or certify to the Company's satisfaction the ability to comply with physical curtailment. On an annual basis, Customer will be required to certify continued capability to reduce its demand pursuant to the amount designated in the contract in the event of a request for curtailment. Failure to demonstrate or certify the capability to reduce demand pursuant to the amount designated in the contract may result in termination of service under this rider.

## **TERM OF CONTRACT**

The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed reasonably necessary by the size of the load or other conditions

## **TERMS AND CONDITIONS**

When the Company requests curtailment, upon request by the Customer, the Company shall provide a good-faith, non-binding estimate of the duration of requested curtailment. In addition. upon request by the Company, the Customer shall provide to the Company a good-faith, nonbinding short-term operational schedule for their facility.

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

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P.S.C. Electric No. 11, Original Sheet No. 51

Standard Rate Rider

CSR-2

#### **Curtailable Service Rider-2**

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rider shall be limited to customers served under applicable power schedules who contract for not less than 1,000 kVA individually, and executed a contract under this rider or gave notice of interest in participating in this rider prior to July 1, 2017. Those customers giving notice of interest by July 1, 2017 may elect to begin participating in this rider no later than January 1, 2019. No additional customers or additional load of existing customers may participate in this rider after January 1, 2019. The aggregate service under CSR1 and CSR2 for Louisville Gas and Electric Company is limited to 100 MVA in addition to the contracted curtailable load under P.S.C. No. 7, CSR1 for Louisville Gas and Electric Company as of August 1, 2010. As used herein, the term "Companies" refers collectively to Louisville Gas and Electric Company and Kentucky Utilities Company.

#### **CONTRACT OPTION**

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed three hundred and seventy-five (375) hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time. Company may request or cancel a curtailment at any time during any hour of the year.

Company may request at its sole discretion physical curtailment no more than 20 times per calendar year totaling no more than 100 hours. Company will request physical curtailment only when more than 10 of the Companies' primary combustion turbines (CTs) (those with a capacity greater than 100 MW) are being dispatched, irrespective of whether the Companies are making off-system sales. However, to avoid a physical curtailment a CSR customer may buy through a requested curtailment at the Automatic Buy-Through Price. Any buy-through of a physical curtailment request will not count toward the 100-hour limit or 20-curtailment-request limit, but will count toward the 275 hours under the buy-through option discussed below. If all available units have been dispatched or are being dispatched, the Company may request physical curtailment without a buy-through option. After receiving a physical curtailment request from the Company where a buy-through option is available, a CSR customer will have 10 minutes to inform the Company whether the customer elects to buy through or physically curtail. If the customer elects to physically curtail, the customer will have 30 minutes to carry out the required physical curtailment (i.e., a total of 40 minutes from the time the Company requests curtailment to the time the customer must implement the curtailment). If a customer does not respond within 10 minutes of notice of a curtailment request from the Company, the customer will be assumed to have elected to buy through the requested curtailment, subject to any prior written agreement with the customer. After receiving a physical curtailment request from the Company when no buy-through option is available, a CSR customer will have 40 minutes to carry out the required physical curtailment.

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#### P.S.C. Electric No. 11, Original Sheet No. 51.1

<u>Standard Rate Rider</u> <u>CSR-2</u> <u>Curtailable Service Rider-2</u>

Company may also request at its sole discretion up to 275 hours of curtailment per year with a buythrough option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtailable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtailable requirements. Customer's choosing to curtail rather than buy through during any of the 275 hours of Company-requested curtailment with a buy-through option each year shall not reduce, diminish, or detract from the 100 hours of physical curtailment Company may request each year. For such curtailments, Company will give no less than sixty (60) minutes notice when either requesting or canceling a curtailment.

<u>Curtailable load and compliance with a request for curtailment shall be measured in one of the following ways:</u>

Option A -- Customer may contract for a given amount of firm demand in kVA. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the actual kWh during any requested curtailment and the contracted firm demand multiplied by the time period (hours) of curtailment [Actual kWh – (firm kVA x hours curtailed)]. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.

Option B -- Customer may contract for a given amount of curtailable load in kVA by which Customer shall agree to reduce its demand at any time by such Designated Curtailable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum demand in kVA immediately prior to the curtailment less the designated curtailable load. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtailment and the product of Customer's maximum load immediately preceding curtailment less Customer's designated curtailable load designated in the contract multiplied by the time period (hours) of a requested curtailment {Actual kWh — [(Max kVA preceding — Designated Curtailable kVA) x hours of requested curtailment]}.

Non-compliance for each requested physical curtailment shall be the measured positive value in kVA determined by subtracting (i) Customer's designated curtailable load from (ii) Customer's maximum demand immediately preceding the curtailment and then subtracting such difference from (iii) the Customer's maximum demand during such curtailment.

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#### P.S.C. Electric No. 11, Original Sheet No. 51.2

Standard Rate Rider CSR-2

Curtailable Service Rider-2

## **RATE**

Customer will receive the following credits for curtailable service during the month:

Transmission Voltage Service: \$ 5.90 per kVA of Curtailable Billing Demand
Primary Voltage Service: \$ 6.00 per kVA of Curtailable Billing Demand

Non-Compliance Charge: \$16.00 per kVA

Failure of Customer to curtail when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtailment not met at the applicable standard charges. The Company and Customer may arrange to have installed, at Customer's expense, the necessary telecommunication and control equipment to allow the Company to control Customers' curtailable load. Non-compliance charges will be waived if failure to curtail is a result of failure of Company's equipment; however, non-compliance charges will not be waived if failure to curtail is a result of Customer's equipment. If arrangements are made to have telecommunication and control equipment installed, then backup arrangements must also be established in the event either Company's or Customer's equipment fails.

#### **CURTAILABLE BILLING DEMAND**

For a Customer electing Option A, Curtailable Billing Demand shall be the difference between (a) the Customer's measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., (EST) and (ii) for the months October continuously through April, from 6 A.M. to 10 P.M., (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtailable Billing Demand shall be the customer Designated Curtailable Load, as described above.

# **AUTOMATIC BUY-THROUGH PRICE**

The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:

Automatic Buy-Through Price = NGP x .012000 MMBtu/kWh

Where: NGP is the Cash Price for "Natural Gas, Henry Hub" as posted in *The Wall Street Journal* on-line for the most recent day for which a price is posted that precedes the day in which the buy-through occurred.

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Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 51.3

<u>Standard Rate Rider</u> <u>CSR-2</u> <u>Curtailable Service Rider-2</u>

#### CERTIFICATION

Upon commencement of service hereunder, the Customer shall be required to demonstrate or certify to the Company's satisfaction the ability to comply with physical curtailment. On an annual basis, Customer will be required to certify continued capability to reduce its demand pursuant to the amount designated in the contract in the event of a request for curtailment. Failure to demonstrate or certify the capability to reduce demand pursuant to the amount designated in the contract may result in termination of service under this rider.

#### **TERM OF CONTRACT**

The minimum original contract period shall be two (2) years and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed reasonably necessary by the size of the load or other conditions.

#### **TERMS AND CONDITIONS**

When the Company requests curtailment, upon request by the Customer, the Company shall provide a good-faith, non-binding estimate of the duration of requested curtailment. In addition, upon request by the Company, the Customer shall provide to the Company a good-faith, non-binding short-term operational schedule for their facility.

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

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P.S.C. Electric No. 11, Original Sheet No. 55

Standard Rate Rider

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

#### APPLICABLE:

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy only from the owner of qualifying cogeneration or small power production facilities of 100 kW or less (such owner being hereafter called "Seller") installed on Seller's property to provide all or part of its requirements of electrical energy, or from which facilities Seller may elect to sell to Company all or part of such output of electrical energy.

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under Parallel Operation.

Company will purchase such energy from Seller at the Rate, A or B, set out below and selected as hereafter provided, and under the terms and conditions stated herein. Company reserves the right to change the said Rates, upon proper filing with and acceptance by the jurisdictional Commission

#### RATE A: TIME-DIFFERENTIATED RATE

 For summer billing month of June, July, August and September, during the hours 9:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours)

\$0.03581 per kWh

 For winter billing months of December, January and February, during the hours 7:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours)

\$0.02796 per kWh.

3. During all other hours (off-peak hours)

\$0.03234 per kWh.

Determination of On-Peak and Off-Peak Hours: On-peak hours are defined as the hours of 9:01 A.M. through 10:00 P.M., E.D.T. (8:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 1 above), and the hours of 7:01 A.M. through 10:00 P.M., E.D.T. (6:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 2 above). Off-peak hours are defined as all hours other than those listed as on-peak (under 3 above). Company reserves the right to change the hours designated as on-peak from time to time as conditions indicate to be appropriate.

## RATE B: NON-TIME-DIFFERENTIATED RATE

For all kWh purchased by Company

\$0.03231 per kWh

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State Regulation and Rates Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 55.1

Standard Rate Rider

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

#### **SELECTION OF RATE AND METERING**

Subject to provisions hereafter in this Section relative to payment of costs of metering equipment, either Seller or Company may select Rate A, the Time-Differentiated Rate, for application to Company's said purchases of energy from Seller. If neither Seller nor Company selects Rate A, then Rate B, the Non-Time-Differentiated Rate, shall apply.

If neither Seller nor Company selects Rate A, and Rate B therefore is to apply to such purchases, Company, at Seller's cost, will install, own and operate a non-time-differentiated meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system. Such meter will be tested at intervals prescribed by Commission Regulation, with Seller having a right to witness all such tests; and Seller will pay to Company its fixed cost on such meter and equipment, expense of such periodic tests of the meter and any other expenses (all such costs and expenses, together, being hereafter called "costs of non-time-differentiated metering").

If either Seller or Company selects Rate A to apply to Company's said purchases of energy from Seller, the party (Seller or Company) so selecting Rate A shall pay (a) the cost of a time-differentiated recording meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system, required for the application of Rate A, in excess of (b) the costs of non-time-differentiated metering which shall continue to be paid by Seller.

In addition to metering referred to above, Company at its option and cost may install, own and operate, on Seller's generator, a recording meter to record the capacity, energy and reactive output of such generator at specified time intervals.

Company shall have access to all such meters at reasonable times during Seller's normal business hours, and shall regularly provide to Seller copies of all information provided by such meters.

#### **PAYMENT**

Any payment due from Company to Seller will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of Company's reading of meter; provided, however, that, if Seller is a customer of Company, in lieu of such payment Company may offset its payment due to Seller hereunder, against Seller's next bill and payment due to Company for Company's service to Seller as customer.

# PARALLEL OPERATION

Company hereby permits Seller to operate its generating facilities in parallel with Company's system, under the following conditions and any other conditions required by Company where unusual conditions not covered herein arise:

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P.S.C. Electric No. 11, Original Sheet No. 55.2

Standard Rate Rider

SQF

# Small Capacity Cogeneration and Small Power Production Qualifying Facilities

- 1. Prior to installation in Seller's system of any generator and associated facilities which are intended to be interconnected and operated in parallel with Company's system, or prior to the inter-connection to Company's system of any such generator and associated facilities already installed in Seller's system, Seller will provide to Company plans for such generator and facilities. Company may, but shall have no obligation to, examine such plans and disapprove them in whole or in part, to the extent Company believes that such plans and proposed facilities will not adequately assure the safety of Company's facilities or system. Seller acknowledges and agrees that the sole purpose of any Company examination of such plans is the satisfaction of Company's interest in the safety of Company's own facilities and system, and that Company shall have no responsibility of any kind to Seller or to any other party in connection with any such examination. If Seller thereafter proposes any change from such plans submitted to Company, prior to the implementation thereof Seller will provide to Company new plans setting out such proposed change(s).
- 2. Seller will own, install, operate and maintain all generating facilities on its plant site, such facilities to include, but not be limited to, (a) protective equipment between the systems of Seller and Company and (b) necessary control equipment to synchronize frequency and voltage between such two systems. Seller's voltage at the point of interconnection will be the same as Company's system voltage. Suitable circuit breakers or similar equipment, as specified by Company, will be furnished by Seller at a location designated by Company to enable the separation or disconnection of the two electrical systems. Except in emergencies, the circuit breakers, or similar equipment, will be operated only by, or at the express direction of, Company personnel and will be accessible to Company at all times. In addition, a circuit breaker or similar equipment shall be furnished and installed by Seller to separate or disconnect Seller's generator.
- Seller will be responsible for operating the generator and all facilities owned by Seller, except as hereafter specified. Seller will maintain its system in synchronization with Company's system.
- 4. Seller will (a) pay Company for all damage to Company's equipment, facilities or system, and (b) save and hold Company harmless from all claims, demands and liabilities of every kind and nature for injury or damage to, or death of, persons and/or property of others, including costs and expenses of defending against the same, arising in any manner in connection with Seller's generator, equipment, facilities or system or the operation thereof.
- 5. Seller will construct any additional facilities, in addition to generating and associated (interface) facilities, required for interconnection unless Company and Seller agree to Company's constructing such facilities, at Seller's expense, where Seller is not a customer of Company. When Seller is a customer of Company and Company is required to construct facilities different than otherwise required to permit interconnection, Seller shall pay such additional cost of facilities. Seller agrees to reimburse Company, at the time of installation,

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 55.3

Standard Rate Rider

SQF

#### Small Capacity Cogeneration and Small Power Production Qualifying Facilities

or, if agreed to by both parties, over a period of up to three (3) years, for any facilities including any hereafter required (but exclusive of metering equipment, elsewhere herein provided for) constructed by Company to permit Seller to operate interconnected with Company's system. When interconnection costs are repaid over a period of time, such payments will be made monthly and include interest on the unpaid balance at the percentage rate equal to the capital costs that Company would experience at such time by new financing, based on Company's then existing capital structure, with return on equity to be at the rate allowed in Company's immediately preceding rate case.

- 6. Company will have the continuing right to inspect and approve Seller's facilities, described herein, and to request and witness any tests necessary to determine that such facilities are installed and operating properly; but Company will have no obligation to inspect or approve facilities, or to request or witness tests; and Company will not in any manner be responsible for Seller's facilities or any operation thereof.
- 7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.
- 8. Each, Seller and Company, will designate one or more Operating Representatives for the purpose of contacts and communications between the parties concerning operations of the two systems.
- 9. Seller will notify Company's Energy Control Center prior to each occasion of Seller's generator being brought into or (except in cases of emergencies) taken out of operation.
- 10. Company reserves the right to curtail a purchase from Seller when:
  - (a) the purchase will result in costs to Company greater than would occur if the purchase were not made but instead Company, itself, generated an equivalent amount of energy;
  - (b) Company has a system emergency and purchases would (or could) contribute to such emergency.

Seller will be notified of each curtailment.

## **TERMS AND CONDITIONS**

Except as provided herein, conditions or operations will be as provided in Company's Terms and Conditions

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P.S.C. Electric No. 11, Original Sheet No. 56

Standard Rate Rider

LQF

Large Capacity Cogeneration and Small Power Production Qualifying Facilities

#### **AVAILABILITY**

In all territory served.

#### APPLICABILITY OF SERVICE

Applicable to any small power production or cogeneration "qualifying facility" with capacity over 100 kW as defined by the Kentucky Public Service Commission Regulation 807 KAR 5:054, and which contracts to sell energy or capacity or both to Company.

#### RATES FOR PURCHASES FROM QUALIFYING FACILITIES

#### **Energy Component Payments**

The hourly avoided energy cost (AEC) in \$ per MWh, which is payable to a QF for delivery of energy, shall be equal to Company's actual variable fuel expenses, for Company-owned coal and natural gas-fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to [AEC x  $E_{QF}$ ], where  $E_{QF}$  is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.

## **Capacity Component Payments**

The hourly avoided capacity cost (ACC) in  $\$  per MWh, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Company from the inter-utility market (which includes both energy and capacity charges) less Company's actual variable fuel expense (AEC). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to [ACC x CAP<sub>i</sub>], where CAP<sub>i</sub>, the capacity delivered by the QF, is determined on the basis of the system demand (D<sub>i</sub>) and Company's need for capacity in that hour to adequately serve the load.

#### Determination of CAPi

For the following determination of CAP<sub>I</sub>,  $C_{LG\&E}$  represents Company's installed or previously arranged capacity at the time a QF signs a contract to deliver capacity;  $C_{QF}$  represents the actual capacity provided by a QF, but no more than the contracted capacity; and  $C_{M}$  represents capacity purchased from the inter-utility market.

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#### Standard Rate Rider

LQF

## Large Capacity Cogeneration and Small Power Production Qualifying Facilities

- 1. System demand is less than or equal to Company's capacity:  $D_1 \le C_{LGBE}$ ;  $CAP_i = 0$
- System demand is greater than Company's capacity but less than or equal to the total of Company's capacity and the capacity provided by a QF:

 $C_{LG\&E} < D_i \le [C_{LG\&E} + C_{QF}]$ ;  $CAP_i = C_M$ 

System demand is greater than the total of Company's capacity and the capacity provided by a QF:

 $D_i > [C_{LG\&E} + C_{QF}]$ ;  $CAP_i = C_{QF}$ 

#### **PAYMENT**

Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within sixteen (16) business days (no less than twenty-two (22) calendar days) of the date the bill is rendered. In lieu of such payment plan, Company will, upon written request, credit the Customer's account for such purchases.

#### **TERM OF CONTRACT**

For contracts which cover the purchase of energy only, the term shall be one (1) year, and shall be self-renewing from year-to-year thereafter, unless canceled by either party on one (1) year's written notice.

For contracts which cover the purchase of capacity and energy, the term shall be five (5) years.

### **TERMS AND CONDITIONS**

- Qualifying facilities shall be required to pay for any additional interconnection costs, to the
  extent that such costs are in excess of those that Company would have incurred if the
  qualifying facility's output had not been purchased.
- A qualifying facility operating in parallel with Company must demonstrate that its equipment is designed, installed, and operated in a manner that insures safe and reliable interconnected operation. A qualifying facility should contact Company for assistance in this regard.
- The purchasing, supplying and billing for service, and all conditions applying hereto, shall
  be specified in the contract executed by the parties, and are subject to the jurisdiction of the
  Kentucky Public Service Commission, and to Company's Terms and Conditions currently
  in effect, as filed with the Commission.

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P.S.C. Electric No. 11, Original Sheet No. 57

Standard Rate Rider

NMS Net Metering Service

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available to any customer-generator who owns and operates a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Company's electric distribution system to provide all or part of Customer's electrical requirements, and who executes Company's written Application for Interconnection and Net Metering. The generation facility shall be limited to a maximum rated capacity of 30 kilowatts. This Standard Rate Rider is intended to comply with all provisions of the Interconnection and Net Metering Guidelines approved by the Public Service Commission of Kentucky, which can be found on-line at <a href="https://www.psc.ky.gov">www.psc.ky.gov</a> as Appendix A to the January 8, 2009 Order in Administrative Case No. 2008-00169.

#### **DEFINITIONS**

"Billing period" shall be the time period between the dates on which Company issues the customer's bills.

"Billing Period Credit" shall be the electricity generated by the customer that flows into the electric system and which exceeds the electricity supplied to the customer from the electric system during any billing period. A billing period credit is a kWh-denominated electricity credit only, not a monetary credit.

#### **METERING AND BILLING**

Net metering service shall be measured using a single meter or, as determined by Company, additional meters and shall be measured in accordance with standard metering practices by metering equipment capable of registering power flow in both directions for each time period defined by the applicable rate schedule. This net metering equipment shall be provided without any cost to the Customer. This provision does not relieve Customer's responsibility to pay metering costs embedded in the Company's Commission-approved base rates. Additional meters, requested by Customer, will be provided at Customer's expense.

If electricity generated by Customer and fed back to Company's system exceeds the electricity supplied to Customer from the system during a billing period, Customer shall receive a billing-period credit for the net delivery on Customer's bill for the succeeding billing periods. If Customer takes service under time-of-use or time-of-day rate schedule, Company will apply billing-period credits Customer creates in a particular time-of-day or time-of-use block only to offset net energy consumption in the same time-of-day or time-of-use blocks in any billing period. Any such unused excess billing-period credits will be carried forward and drawn on by Customer as needed. Unused excess billing-period credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations.

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P.S.C. Electric No. 11, Original Sheet No. 57.1

Standard Rate Rider

### NMS Net Metering Service

#### **NET METERING SERVICE INTERCONNECTION GUIDELINES**

<u>General</u> – Customer shall operate the generating facility in parallel with Company's system under the following conditions and any other conditions required by Company where unusual circumstances arise not covered herein:

- 1. Customer to own, operate, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage.
- Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
- Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.
- Customer agrees to inform Company of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to Company in writing and obtain prior approval from Company.
- 5. Company will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and operating properly; however, Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof.
- 6. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, 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 or willful misconduct of Company.

<u>Level 1</u> – A Level 1 installation is defined as an inverter-based generator certified as meeting the requirements of Underwriters Laboratories Standard 1741 and meeting the following conditions:

- The aggregated net metering generation on a radial distribution circuit will not exceed 15%
  of the line section's most recent one hour peak load. A line section is the smallest part of the
  primary distribution system the generating facility could remain connected to after operation
  of any sectionalizing devices.
- 2. The aggregated net metering generation on a shared singled-phase secondary will not exceed 20 kVA or the nameplate rating of the service transformer.
- A single-phase net metering generator interconnected on the center tap neutral of a 240 volt service shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

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Standard Rate Rider

### NMS Net Metering Service

#### **NET METERING SERVICE INTERCONNECTION GUIDELINES** (continued)

- A net metering generator interconnected to Company's three-phase, three-wire primary distribution lines, shall appear as a phase-to-phase connection to Company's primary distribution line.
- A net metering generator interconnected to Company's three-phase, four-wire primary distribution lines, shall appear as an effectively grounded source to Company's primary distribution line.
- 6. A net metering generator will not be connected to an area or spot network.
- There are no identified violations of the applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems".
- 8. Company will not be required to construct any facilities on its own system to accommodate the net metering generator.

Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." Company shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

<u>Level 2</u> – A Level 2 installation is defined as generator that is not inverter-based; that uses equipment not certified as meeting the requirements of Underwriters Laboratories Standard 1741; or that does not meet one or more of the conditions required of a Level 1 net metering generator. A Level 2 Application will be approved if the generating facility meets the Company's technical interconnection requirements. Those requirements are available on line at <a href="https://www.lge-ku.com">www.lge-ku.com</a> and upon request.

Customer desiring a Level 2 interconnection shall submit a "LEVEL 2 - Application for Interconnection and Net Metering." Company shall notify Customer within 30 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 30 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

Customer submitting a "Level 2 - Application for Interconnection and Net Metering" will provide a non-refundable inspection and processing fee of \$100, and in the event that the Company determines an impact study to be necessary, shall be responsible for any reasonable costs of up to \$1,000 of documented costs for the initial impact study.

Additional studies requested by Customer shall be at Customer's expense.

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P.S.C. Electric No. 11, Original Sheet No. 57.3

Standard Rate Rider

### NMS Net Metering Service

#### CONDITIONS OF INTERCONNECTION

Customer may operate his net metering generator in parallel with Company's system when complying with the following conditions:

- 1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by Company's technical interconnection requirements based on IEEE 1547, NEC, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with Company's system. Customer bears full responsibility for the installation, maintenance and safe operation of the net metering generating facility. Upon reasonable request from Company, Customer shall demonstrate compliance.
- 2. Customer shall represent and warrant compliance of the net metering generator with:
  - a) any applicable safety and power standards established by IEEE and accredited testing laboratories;
  - b) NEC, as may be revised from time-to-time;
  - c) Company's rules and regulations and Terms and Conditions, as may be revised by timeto-time by the Public Service Commission of Kentucky;
  - d) the rules and regulations of the Public Service Commission of Kentucky, as may be revised by time-to-time by the Public Service Commission of Kentucky:
  - e) all other local, state, and federal codes and laws, as may be in effect from time-to-time.
- Any changes or additions to Company's system required to accommodate the net metering generator shall be Customer's financial responsibility and Company shall be reimbursed for such changes or additions prior to construction.
- 4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system.
- 5. Customer shall be responsible for protecting, at Customer's sole cost and expense, the net metering generating facility from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the Company shall be responsible for repair of damage caused to the net metering generator resulting solely from the negligence or willful misconduct on the part of the Company.
- 6. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the net metering generator comply with the requirements of this rate schedule.

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P.S.C. Electric No. 11, Original Sheet No. 57.4

Standard Rate Rider

### NMS Net Metering Service

#### **CONDITIONS OF INTERCONNECTION** (continued)

- 7. Where required by the Company, Customer shall furnish and install on Customer's side of the point of interconnection a safety disconnect switch which shall be capable of fully disconnecting Customer's net metering generator from Company's electric service under the full rated conditions of Customer's net metering generator. The external disconnect switch (EDS) shall be located adjacent to Company's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the net metering generator is operational. The disconnect switch shall be accessible to Company personnel at all times. Company may waive the requirement for an external disconnect switch for a net metering generator at its sole discretion, and on a case by case basis.
- 8. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the net metering generator if Company believes that:
  - continued interconnection and parallel operation of the net metering generator with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system;
  - the net metering generator is not in compliance with the requirements of this rate schedule, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or
  - c) the net metering generator interferes with the operation of Company's electric system. In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where the Company is unable to immediately isolate or cause Customer to isolate only the net metering generator, Company may isolate Customer's entire facility.
- 9. Customer agrees that, without the prior written permission from Company, no changes shall be made to the generating facility as initially approved. Increases in net metering generator capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in net metering generator capacity is allowed without approval.
- 10. Customer shall protect, indemnify and hold harmless Company and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys' fees, for or on account of any injury or death

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Standard Rate Rider

### NMS Net Metering Service

#### **CONDITIONS OF INTERCONNECTION** (continued)

of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating Customer's net metering generator or any related equipment or any facilities owned by Company, except where such injury, death or damage was caused or contributed to by the fault or negligence of Company or its employees, agents, representatives or contractors. The liability of Company to Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which Customer is taking service.

- 11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide Company with proof of such insurance at the time that application is made for net metering.
- 12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 13. Customer's generating facility is transferable to other persons or service locations only after notification to the Company has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the Company will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the Company will notify Customer in writing and list what must be done to place the facility in compliance.
- 14. Customer shall retain any and all Renewable Energy Credits (RECs) generated by Customer's generating facilities.

### **TERMS AND CONDITIONS**

Except as provided herein, service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00372 dated June 30, 2015

P.S.C. Electric No. 11, Original Sheet No. 57.6

Deleted: November 23, 2016

Standard Rate Rider

### NMS **Net Metering Service**

### LEVEL 1

Application for Interconnection and Net Metering
Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to:

Louisville Gas and Electric Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232

If you have questions regarding this Application or its status, contact  $\mathsf{LG\&E}$  at:

502-627-2202 or customer.commitment@lge-ku.com

Customer Name: Account Number:		
Customer Address:		
Customer Phone No.: Customer Phone No.:	Customer E-mail Address:	
Project Contact Person:		
	il Address (Optional):	
Provide names and contact information for other contractors, generating facilities:	installers, or engineering firms involved in the design and installation of the	
Energy Source:SolarWindHyd	roBiogasBiomass	
Inverter Manufacturer and Model #:		
Inverter Power Rating:	Inverter Voltage Rating:	
Power Rating of Energy Source (i.e., solar panels, wind turb	ne):	
Is Battery Storage Used:NoYes If Yes,	Battery Power Rating:	
Attach documentation showing that inverter is certified by a n	ationally recognized testing laboratory to meet the requirements of UL 1741.	
Attach site drawing or sketch showing location of Utility's me inverter.	ter, energy source, (optional: Utility accessible disconnect switch) and	
	rom the Utility's metering location to the energy source including switches, ce, wire size, equipment ratings, and transformer connections.	
Expected Start-up Date:		

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: November 1, 2010

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2009-00549 dated July 30, 2010 and 2010-00204 dated September 30, 2010

P.S.C. Electric No. 11, Original Sheet No. 57.7

Standard Rate Rider

### NMS **Net Metering Service**

### LEVEL 2

Application for Interconnection and Net Metering
Use this application form when a generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application, along with an application fee of \$100, to:

Louisville Gas and Electric Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232

If you have questions regarding this Application or its status, contact LG&E at:

502-627-2202 or customer.commitment@lge-ku.com

Customer Name:	Account Number:
Customer Address:	
Project Contact Person:	
Phone No.: E-mail Address (Optional):	
Provide names and contact information for other cothe generating facilities:	ontractors, installers, or engineering firms involved in the design and installation of
Total Generating Capacity of Generating Facility:	
Type of Generator:Inverter-BasedS	SynchronousInduction
Power Source:SolarWind	HydroBiogasBiomass
the following:  1. Single-line diagram of the customer's interconnection with the Utility's distributivoltage transformers, current transformer.  2. Control drawings for relays and breaker.  3. Site Plans showing the physical location.  4. Relevant ratings of equipment. Tranarrangements, and impedance.  5. If protective relays are used, settings description of how the relay is programn.  6. A description of how the generator syste.  7. For inverters, the manufacturer name, showing that inverter is certified by ana.  8. For synchronous generators, manufacture.	n of major equipment. Insformer information should include capacity ratings, voltage ratings, winding applicable to the interconnection protection. If programmable relays are used, a med to operate as applicable to interconnection protection.  Item will be operated including all modes of operation.  Item will be operated including all modes of operation.  Item will be operated including all modes of operation.  Item will be operated including all modes of operation.  Item will be operated including all modes of operation.  Item will be operated to operate operation.  Item and investments of UL 1741.  Item and model number, nameplate ratings, and impedance data (Xd, Xd, & Xd).  Item and model number, nameplate ratings, and locked rotor current.

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P.S.C. Electric No. 11, Original Sheet No. 60

Standard Rate Rider

EF Excess Facilities

#### **APPLICABILITY**

In all territory served.

### **AVAILABILITY OF SERVICE**

This rider is available for non-standard service facilities which are considered to be in excess of the standard facilities that would normally be provided by Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.

#### **DEFINITION OF EXCESS FACILITIES**

Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service and where such facilities are dedicated to a specific customer. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

### **EXCESS FACILITIES CHARGE**

Company shall provide normal operation and maintenance of the excess facilities. Should the facilities suffer failure, Company will provide for replacement of such facilities and the monthly charge will be adjusted to reflect the installed cost of the replacement facilities. No adjustment in the monthly charge for a replacement of facilities will be made during the initial five (5) year term of contract.

Customer shall pay for excess facilities by:

(a) making a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With No Contribution-in-Aid-of-Construction

1.32%

(b) making a one-time Contribution—in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage with Contribution-in-Aid-of-Construction

0.54%

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 60.1

Standard Rate Rider

EF **Excess Facilities** 

### **PAYMENT**

The Excess Facilities Charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

### **TERM OF CONTRACT**

The initial term of contract to the customer under this schedule shall be not less than five (5) years. The term shall continue automatically until terminated by either party upon at least one (1) month's written notice.

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/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 61

Standard Rate Rider

RC **Redundant Capacity** 

#### **APPLICABLE**

This rate is applicable to customers served under Company's rate schedules which include a demand charge or a special contract including a demand charge.

### AVAILABILITY

Available to customers requesting the reservation of capacity on Company's facilities which are shared by other customers when Company has, and is willing, to reserve such capacity. Such facilities represent a redundant delivery to provide electric service to Customer's facility in the event that an emergency or unusual occurrence renders Customer's principal delivery unavailable for providing service. Where Customer desires to split a load between multiple meters on multiple feeds and contract for Redundant Capacity on those feeds, service is contingent on the practicality of metering to measure any transferred load to the redundant feed.

### RATE:

Capacity Reservation Charge

Secondary Distribution Primary Distribution

\$1.59 per kW/kVA per Month \$1.44 per kW/kVA per Month

Deleted: 1.66

Deleted: 1.50

Applicable to the greater of:

- (1) the highest average load in kW/kVA (as is appropriate for the demand basis of the standard rate on which Customer is billed) recorded at either the principal distribution feed metering point or at the redundant distribution feed metering point during any 15-minute interval in the monthly billing period,
- (2) 50% of the maximum demand similarly determined for any of the eleven (11) preceding months, or
- (3) the contracted capacity reservation.

# TERM OF CONTRACT

The minimum contract term shall be five (5) years, and shall be renewed for one (1) year periods until either party provides the other with ninety (90) days written notice of a desire to terminate the arrangement. Company may require that a contract be executed for a longer initial term when deemed necessary by the difficulty and/or high cost associated with providing the redundant feed or other special conditions.

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ISSUED BY:

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 65

Standard Rate Rider

IL

Intermittent Loads

Deleted: Rider for

#### **APPLICABLE**

In all territory served.

#### AVAILABILITY OF SERVICE

This schedule applies to all loads having a detrimental effect upon the electric service rendered to other customers of Company or upon Company's facilities.

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:006, Section 15(1)(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

### RATE

- 1. A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider.
- 2. Plus the charges provided for under the rate schedule applicable, including any Basic Service Charge if applicable, Energy Charge, Maximum Load Charge (if load charge rate is used), Fuel Clause and the Minimum Charge under such rate adjusted in accordance with (a) or (b) herein.

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Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 65.1

Standard Rate Rider

IL

Intermittent Loads

Deleted: Rider for

### RATE (continued)

- (a) If rate schedule calls for a minimum based on the total kW of connected load, each kVA of such special equipment shall be counted as one kW connected load for minimum billing purposes.
- (b) If rate schedule calls for a minimum based on the 15-minute integrated load, and such loads operate only intermittently so that the kW registered on a standard 15-minute integrated demand meter is small in comparison to the instantaneous load such equipment is capable of imposing, each kVA of such special equipment shall be counted as one-third kW load for minimum billing purposes.

### MINIMUM CHARGE

As determined by this Rider and the Rate Schedule to which it is attached.

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State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 66

Standard Rate Rider

TS

Temporary/Seasonal, Service

TDeleted: Electric

Deleted: where

### APPLICABLE

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rider is available at the option of the Company where:

- Customer's business does not require permanent installation of Company's facilities, excluding service provided for construction of permanent delivery points for residences and commercial buildings, and is of such nature to require only seasonal service or temporary service; or
- the service is over 50 kW, provided for construction purposes, and where in the judgment of Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other customers; or
- Customer has need for temporary intermittent use of Company facilities and Company has
  facilities it is willing to provide Customer for installation and operational testing of Customer's
  equipment.

This service is available for not less than one (1) month (approximately 30 days), but when service is used longer than one (1) month, any fraction of a month's use will be prorated for billing purposes. Where this service is provided under 2 or 3, above, the Company will determine the term of service, which shall not exceed one (1) year.

### CONDITIONS

Company may permit such electric loads to be served on the rate schedule normally applicable, but without requiring a yearly contract and minimum, substituting therefore the following conditions and agreements:

- Customer shall pay Company for all costs of making temporary connections, including cost of
  installing necessary transformers, meters, poles, wire and any other material, and any cost of
  material which cannot be salvaged, and the cost of removing such facilities when load has
  ceased.
- 2. Customer shall pay regular rate of the applicable electric rate schedule.
- 3. Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-salvageable materials outlined in (1) above plus a monthly charge for the salvageable equipment at the Percentage With No Contribution -in-Aid-of-Construction specified on the Excess Facilities Rider, Rate Sheet No. 60.

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State Regulation and Rates
Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 67

### Standard Rate Rider

### Kilowatt-Hours Consumed By Lighting Units

#### **APPLICABLE**

Determination of energy set out below applies to the Company's non-metered lighting rate schedules.

### **DETERMINATION OF ENERGY CONSUMPTION**

The applicable fuel clause charge or credit will be based on the kilowatt-hours calculated by multiplying the kilowatt load of each light times the number of hours that light is in use during the billing month. The kilowatt load of each light is shown in the section titled RATE. The number of hours a light will be in use during a given month is from dusk to dawn as shown in the following Hours Use Table.

HOURS USE TABLE		
Month	Hours Light Is In Use	
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC	407 344 347 301 281 257 273 299 322 368 386 415	

TOTAL FOR YEAR 4,000 HRS.

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 70

Standard Rate Rider

SGE Small Green Energy Rider

#### APPLICABLE

In all territory served.

### **AVAILABILITY OF SERVICE**

Service under this rider is available to customers receiving service under Company's standard RS or GS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

#### **DEFINITIONS**

- a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.
- b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one MWh of green power.

### RATE

Voluntary monthly contributions of any amount in \$5.00 increments

### **TERMS AND CONDITIONS**

- a) Customers may contribute monthly as much as they like in \$5.00 increments (e.g., \$5.00, \$10.00, \$15.00, or more per month) An eligible Customer may participate in Company's "Green Energy Program" by making a request to Company's Call Center or through Company's website enrollment form and may withdraw at any time through a request to Company's Call Center. Funds provided by Customer to Company are not refundable.
- b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to pay the amount the customer pledged to contribute may be removed from the "Green Energy Program." Any customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one year.
- c) Customer will be billed monthly for the amount Customer has pledged to contribute to the "Green Energy Program." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 70.1

Standard Rate Rider

LGE Large Green Energy Rider

#### APPLICABLE

In all territory served.

#### **AVAILABILITY OF SERVICE**

Service under this rider is available to customers receiving service under Company's standard PS, TODS, TODP, RTS, or FLS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

### **DEFINITIONS**

- a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.
- b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one MWh of green power.

#### **RATE**

Voluntary monthly contributions of any amount in \$13.00 increments

### **TERMS AND CONDITIONS**

- a) Customers may contribute monthly as much as they like in \$13.00 increments (e.g., \$13.00, \$26.00, \$39.00, or more per month). An eligible customer may participate in Company's "Green Energy Program" by making a request to the Company and may withdraw at any time through a request to the Company. Funds provided by Customer to Company are not refundable.
- b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to pay the amount the customer pledged to contribute may be removed from the "Green Energy Program." Any customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one year.
- c) Customer will be billed monthly for the amount Customer has pledged to contribute to the "Green Energy Program." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 71

Standard Rate Rider

### **FDR Economic Development Rider**

#### APPLICABLE

In all territory served.

### **AVAILABILITY OF SERVICE**

Available as a rider to customers to be served or being served under Company's Standard Rate Schedules TODS, TODP, and RTS to encourage Brownfield Development or Economic Development (as defined herein). Service under EDR is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky.

#### RATE

A customer taking service under EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following:

- a) for the twelve consecutive monthly billings of the first contract year, the Total Demand Charge shall be reduced by 50%;
- b) for the twelve consecutive monthly billings of the second contract year, the Total Demand Charge shall be reduced by 40%;
- for the twelve consecutive monthly billings of the third contract year, the Total Demand Charge shall be reduced by 30%;
- for the twelve consecutive monthly billings of the fourth contract year, the Total Demand Charge shall be reduced by 20%;
- for the twelve consecutive monthly billings of the fifth contract year, the Total Demand Charge shall be reduced by 10%; and
- all subsequent billing shall be at the full charges stated in the applicable rate schedule.

"Total Demand Charge" is the sum of all demand charges, including any credits provided under any other demand applicable rider, before the EDR discounts described above are applied.

### **TERMS AND CONDITIONS**

# **Brownfield Development**

- a) Service under EDR for Brownfield Development is available to customers locating at sites that have been submitted to, approved by, and added to the Brownfield Inventory maintained by the Kentucky Energy and Environment Cabinet (or by any successor entity created and authorized by the Commonwealth of Kentucky).
- EDR for Brownfield Development is available only to minimum monthly billing loads of 500 kVA (or kW as is appropriate) or greater where the customer takes service from existing Company facilities.

### **Economic Development**

- Service under EDR for Economic Development is available to:
  - 1) new customers contracting for a minimum monthly billing load of 1,000 kVA (or kW as is appropriate); and

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/s/ Robert M. Conroy, Vice President State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 71.1

Standard Rate Rider

### **EDR Economic Development Rider**

### **TERMS AND CONDITIONS**

Economic Development

- existing customers contracting for a minimum monthly billing load of 1,000 kVA (or kW as is appropriate) above their Existing Base Load, to be determined as follows:
  - i. Company and the existing customer will determine Customer's Existing Base Load by calculating a 12-month rolling average of measured demand.
  - Company and the existing customer must agree upon the Existing Base Load, which shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under EDR. Once the Existing Base Load's value is thus established, it will not be subject to variation or eligible for service under EDR.
  - This provision is not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer's Existing Base Load. Such EDR service would continue under the terms of the contract already existing between the Company and the customer concerning the affected portion of the customer's Existing Base Load.
- A customer desiring service under EDR for Economic Development must submit an application for service that includes:
  - 1) a description of the new load to be served;
  - the number of new employees, if any, Customer anticipates employing associated with the new load;
  - 3) the capital investment Customer anticipates making associated with the EDR load;
  - a certification that Customer has been qualified by the Commonwealth of Kentucky for benefits under the Kentucky Business Investment Program (KBI), or the Kentucky Industrial Revitalization Act (KIRA), or the Kentucky Jobs Retention Act (KJRA), or other comparable programs approved by the Commonwealth of Kentucky.
- e) Should Company determine a refundable contribution for the capital investment in Customerspecific facilities required by Company to serve the EDR load would ordinarily be required as set out under Company's Line Extension Plan, I. Special Cases, that amount shall be determined over a fifteen (15) year period and payable at the end of the fifteen (15) year period.

### <u>General</u>

- Company may offer EDR to qualifying new load only when Company has generating capacity available and the new load will not accelerate Company's plans for additional generating capacity over the life of the EDR contract.
- Customer may request an EDR effective initial billing date that is no later than twelve (12) months after the date on which Company initiates service to Customer.

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

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Т

P.S.C. Electric No. 11, Original Sheet No. 71.2

Standard Rate Rider

### EDR Economic Development Rider

### General (continued)

- h) Neither the demand charge reduction nor any unjustified capital investment in facilities will be borne by Company's other customers during the term of the EDR contract.
- Company may offer differing terms, as appropriate, under special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer and subject to approval by the Public Service Commission of Kentucky.
- j) In any billing month where Customer's metered load is less than the load required to be eligible for either Brownfield Development or Economic Development, no credit under EDR will be calculated or applied to Customer's billing.

#### **TERM OF CONTRACT**

Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission for a fixed term of not less than ten (10) years and for such time thereafter under the terms stated in the standard rate schedule. A greater term of contract or termination notice may be required because of conditions associated with a Customer's requirements for service. Service will be continued under conditions provided for under the rate schedule to which this Rider is attached after the original term of contract.

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 72

Standard Rate Rider

SSP Solar Share Program Rider

### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

This optional, voluntary service is available to Company's customers taking service under any Standard Rate Schedule except those served under Retail Transmission Service, Fluctuating Load Service, Lighting Service, Restricted Lighting Service, Lighting Energy Service, Traffic Energy Service, Pole and Structure Attachment Charges, Electric Vehicle Supply Equipment, and Electric Vehicle Charging Service rate schedules. The terms and conditions set out herein are available for and applicable to participation in Company's Solar Share Program.

RATE:

Upfront Fee

Subscription Fee \$40.00 per quarter-kW subscribed

**Monthly Charge** 

Solar Capacity Charge \$6.29 per quarter-kW subscribed

**Monthly Credits and Adjustments** 

Solar Energy Credit (per kWh of pro rata energy produced by the Solar Share Facilities; number of kWh eligible for credit limited to customer's net kWh consumption on each bill)

Rate Schedule Credit per kWh \$0.04020 RS RTOD-Energy \$0.04020 RTOD-Demand \$0.04020 VFD \$0.04020 GS \$0.04021 PS Secondary \$0.04071 PS Primary \$0.03925 TODS \$0.04049 TODP \$0.03824

Solar FAC Adjustment

Subscriber's billing under Adjustment Clause FAC will be adjusted corresponding to number of kWh to which Solar Energy Credit applies

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State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 72.1

Standard Rate Rider

SSP Solar Share Program Rider

#### PROGRAM DESCRIPTION

The Solar Share Program is an optional, voluntary program that allows customers to subscribe capacity in the Solar Share Facilities. Each Solar Share Facility will have an approximate direct-current (DC) capacity of 500 kW and will be available for subscription in nominal 250 W (quarter-kW) DC increments. Each subscribing customer ("Subscriber") may subscribe capacity up to an aggregate amount of 500 kW DC, though no Subscriber may subscribe more than 250 kW DC in any single Solar Share Facility. Payment of the Subscription Fee for the amount of capacity a customer seeks to subscribe will be due at the time of subscription. The Subscription Fee is a non-refundable administrative and customer education fee.

After subscribing and paying the Subscription Fee, Subscriber will pay the monthly Solar Capacity Charge for each quarter-kW subscribed beginning with the first billing period in which the subscribed capacity has been in service for the entire billing period. For each such billing period, Subscriber will also receive (i) a bill credit in the amount of the monthly Solar Energy Credit (see Rate above) times the pro rata amount of energy production attributable to Subscriber's subscribed capacity (limited by Subscriber's net kWh consumption for the period being billed) and (ii) a bill adjustment to the Subscriber's Fuel Adjustment Clause (FAC) credits or charges corresponding to the number of kWh for which the Subscriber receives a Solar Energy Credit.

Customers subscribing less than 50 kW DC will not be required to enter into a contract concerning their subscriptions; however, a customer may not reduce or cancel a subscription earlier than 12 months from the date of the customer's most recent change to the customer's subscription level. Therefore, a customer subscribing less than 50 kW has a 12-month commitment from the date of the customer's initial subscription, and may have a longer commitment if the customer subsequently increases subscribed capacity (which a customer may do at any time upon paying a Subscription Fee for the additional capacity) or if the customer chooses to decrease but not cancel the subscription after the initial 12 months. As addressed in Term of Contract below, customers subscribing 50 kW DC or more must enter into a 5-year contract with Company.

### **TERMS AND CONDITIONS**

- Subscriptions will be available on a first-come first-served basis, except that 25% of the capacity of Solar Share Facility No. 1 will be available only to residential customers for the first 45 days of the initial subscription period for new facility. Otherwise, all capacity in the Solar Share Facilities will be available for subscription by all customers on a first-come, first-served basis.
- 2) Individual subscriptions will be available in nominal 250 W DC (quarter-kW) increments.

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P.S.C. Electric No. 11, Original Sheet No. 72.2

Standard Rate Rider

SSP

Solar Share Program Rider

#### TERMS AND CONDITIONS (continued)

- Customer may subscribe as much solar capacity as desired up to an aggregate amount of 500 kW DC. No customer may subscribe more than 250 kW DC in any single Solar Share Facility.
- 4) All Subscription Fees are non-refundable.
- 5) Subject to the restrictions above, Company will fill subscriptions as capacity in the Solar Share Facilities becomes available, and will fill subscriptions in the chronological order in which the subscriptions were made. A Subscriber whose subscription the Company can fulfill only partially may either accept the available capacity and await additional capacity, or decline the partial fulfillment, allowing the next awaiting Subscriber(s) to accept the available capacity. Accepting or declining available capacity will not affect a Subscriber's place in the queue of Subscribers awaiting capacity.
- 6) Customers may not owe any arrearage prior to participating in the Solar Share Program.
- 7) Subscribers' pro-rata share of the electricity produced by the Solar Share Facilities will be determined on a billing cycle basis. The corresponding Solar Energy Credit (per kWh) and Solar FAC Adjustment will appear on the Subscriber's bill.
- 8) Subscriber may continue to participate in the Program without incurring new or additional Subscription Fees if Subscriber changes premises within the combined Kentucky certified electric service territories of Louisville Gas and Electric Company and Kentucky Utilities Company. For clarity, changing premises does not exempt Subscriber from additional Subscription Fees for any additional capacity Subscriber elects to subscribe before, during, or after changing premises.
- 9) Subscribers whose customer accounts are closed for any reason will not be able to remain in the Program. Any such former Subscriber who reestablishes service with Company and seeks again to subscribe will have to pay again the Subscription Fee associated with the amount of capacity desired.
- 10) Unless constrained by contract (see Term of Contract below), Subscriber may decrease or terminate a subscription any time after 12 months following the date of the most recent change to Subscriber's subscription; however, any re-subscription will require Subscriber to pay Subscription Fees for all capacity re-subscribed, as well as for any capacity subscribed beyond Subscriber's original subscription. Similarly, if Subscriber decreases and later increases subscribed capacity, Company will require Subscriber to pay Subscription Fees for the resubscribed capacity as well as any net new capacity subscribed. Decreases in subscribed amounts will not result in refunds of Subscription Fees to Subscriber.
- 11) Unless constrained by contract (see Term of Contract below), Subscriber may also increase subscribed capacity at any time. Increases in subscribed capacity will require payment of additional Subscription Fees.

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P.S.C. Electric No. 11, Original Sheet No. 72.3

Standard Rate Rider

#### SSP

# Solar Share Program Rider

#### **TERMS AND CONDITIONS (continued)**

- 12) Each subscription under the Solar Share Program applies to a particular meter. Subscribers with multiple meters may obtain multiple subscriptions, one per meter. But Company will not aggregate usage across multiple meters for applying credits, charges, or adjustments under Rider SSP; credits, charges, and adjustments under Rider SSP apply only to the meter associated with the subscription. The only exception to this restriction is if Subscriber has more than one meter for a single service, which multiple meters Company installed for its own operating convenience and bills on an aggregated basis in accordance with Company's Terms and Conditions.
- Subscriptions are not transferrable or assignable between customers or between a single customer's meters.
- 14) Subscriber's Solar Energy Credit and corresponding Solar FAC Adjustment will apply each billing cycle to the Subscriber's pro rata amount of AC energy produced by the Solar Share Facilities (truncated to a whole kWh value) or Subscriber's net energy consumption (kWh) for the billing period, whichever is less.
- 15) For all customers taking service under both of Riders NMS and SSP, Company will apply all provisions of Rider NMS to their bills before applying charges and credits under Rider SSP, including applying the Solar Energy Credit and Solar FAC Adjustment to such customers' net energy consumption. Therefore, customers should note that in months in which a customer taking service under Riders SSP and NMS has net zero energy consumption or net energy production under the terms of Rider NMS—including carryover net-energy credits from previous months, if any—the customer will receive zero Solar Energy Credit and Solar FAC Adjustment under Rider SSP. These provisions apply regardless of whether a customer first took service under Rider NMS before taking service under Rider SSP or vice versa, or if a customer began taking service under simultaneously.
- 16) All Renewable Energy Credits ("RECs") related to energy produced by subscribed portions of the Solar Share Facilities will be retired.
- 17) Use of any images of the Solar Share Facilities or use any other of Company's intellectual property requires Company licensing prior to use.
- 18) Service will be furnished under Company's Terms and Conditions except as provided herein.

### **TERM OF CONTRACT**

Subscriptions of 50 kW DC or more will require a five (5) year non-transferrable, non-assignable contract between Subscriber and Company.

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P.S.C. Electric No. 11, Original Sheet No. 75

Standard Rate Rider

**EVSE-R Electric Vehicle Supply Equipment** 

#### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Available as a rider to customers to be served or currently being served under Company's Standard Rate Schedules GS (with energy usage of 500 kWh or higher per month), PS, TODS, TODP, RTS, and FLS, for the purpose of charging electrical vehicles, whereby the Customer installs and owns facilities on its side of the point of delivery of the energy supplied hereunder necessary to serve Company-provided charging station.

Charging station under this rider is offered under the conditions set out hereinafter for electric vehicle supply equipment such as, but not limited to, the charging of electric vehicles via street parking, parking lots, and other outdoor areas. Customer is responsible for providing the appropriate voltage levels and connections necessary to operate Company-provided charger.

Company will coordinate charging station installation with the Company's current charging station supplier and the Customer. Customer shall be responsible for the charging equipment installation costs.

Service will be provided under written contract, signed by customer prior to service commencing.

RATE Monthly Charging Unit Fee: Single Charger

**Dual Charger** 

\$132.17<sub>\*</sub>

\$205.38

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Franchise Fee

Sheet No. 90

School Tax

Sheet No. 91

# **PAYMENT**

The EVSE-R charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

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Standard Rate Rider

### **EVSE-R Electric Vehicle Supply Equipment**

#### TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice. Cancellation by Customer prior to the expiration of the initial term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the initial term of the contract.

### **TERMS AND CONDITIONS**

- 1. Service shall be furnished under Company's Terms and Conditions set out in this Tariff Book, except as set out herein.
- 2. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for installation.
- 3. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer. Where attachment of Customer's devices and/or equipment is made to Company facilities, Customer must have an attachment agreement with Company.
- 4. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults.
- 5. Customer shall be responsible for the cost of charging station replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal wear and tear. Company may decline to provide or to continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
- 6. If Customer requests the removal of an existing charging station, including, but not limited to, poles, or other supporting facilities that were in service less than twenty years, and requests installation of replacement facilities within 5 years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
- 7. Temporary suspension of charging station is not permitted. Upon permanent discontinuance of service, charging station and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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P.S.C. Electric No. 11, Original Sheet No. 75.2

#### Standard Rate Rider

### EVSE-R Electric Vehicle Supply Equipment

- 8. Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.
- 9. Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for service shall furnish Company with realistic estimates of prospective electricity requirements.
- Customer shall agree to permit Company to obtain specific charging station usage data directly from the Charging Station Supplier.

### MINIMUM CHARGE

As determined by this Rider and the Rate Schedule to which it is attached.

### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

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P.S.C. Electric No. 11, Original Sheet No. 79

Standard Rate

SPS

### SCHOOL POWER SERVICE

#### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

This rate schedule is available as an option for secondary service P-12 schools subject to KRS 160.325 whose 12-month-average monthly minimum secondary loads exceed 50 kW and whose 12-month-average monthly maximum loads do not exceed 250 kW.

Service under this rate schedule is limited until the total projected revenue impact for customers taking service under SPS and STOD combined is \$750,000 annually compared to the projected annual revenues for the participating schools under the rates under which the schools would otherwise be served; wherein such projected impacts shall be calculated on billing data for the most recent 12-month period available to the Companies. The Kentucky School Boards Association ("KSBA") will be responsible for proposing schools for participation in this optional rate and the order in which such schools are proposed. LG&E will calculate and provide to KSBA the projected revenue impact of each proposed school.

A customer electing to take service under this rate schedule who subsequently elects to take service under another rate schedule, may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

RATE	Secondary
Basic Service Charge per month:	\$90.00
Plus an Energy Charge per kWh:	\$ 0.04071
Plus a Demand Charge per kW:	
Summer Rate:	
(Five Billing Periods of May through September)	\$16.73
Winter Rate:	
(All other months)	\$14.53

Where the monthly billing demand is the greater of:

- a) the maximum measured load in the current billing period but not less than 50 kW, or
- b) a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, or
- c) if applicable, a minimum of 60% of the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

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#### P.S.C. Electric No. 11, Original Sheet No. 79.1

Standard Rate SPS

### SCHOOL POWER SERVICE

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

#### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the month.

Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent of the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD).

Adjusted Maximum kW Load for Billing Purposes = Maximum kW Load Measured X 90%

Power Factor (in percent)

### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

# TERM OF CONTRACT

Contracts under this rate shall be for an initial term of one (1) year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

### TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. Electric No. 11, Original Sheet No. 80

Standard Rate

STOD

### SCHOOL TIME-OF-DAY SERVICE

### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

This rate schedule is available as an option for secondary service P-12 schools subject to KRS 160.325 whose 12-month-average monthly minimum loads exceed 250 kW.

Service under this rate schedule is limited until the total projected revenue impact for customers taking service under SPS and STOD combined is \$750.000 annually compared to the projected annual revenues for the participating schools under the rates under which the schools would otherwise be served; wherein such projected impacts shall be calculated on billing data for the most recent 12-month period available to the Companies. The Kentucky School Boards Association ("KSBA") will be responsible for proposing schools for participation in this optional rate and the order in which such schools are proposed. LG&E will calculate and provide to KSBA the projected revenue impact of each proposed school.

A customer electing to take service under this rate schedule who subsequently elects to take service under another rate schedule, may not be allowed to return to this optional rate for 12 months from the date of exiting this rate schedule.

RATE	Secondary
Basic Service Charge per month:	\$200.00
Plus an Energy Charge per kWh:	\$ 0.04049
Plus a Maximum Load Charge per kW:	
Peak Demand Period:	\$ 6.13
Intermediate Demand Period:	\$ 4.64
Base Demand Period:	\$ 4.13

#### Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

- a) the maximum measured load in the current billing period, or
- b) a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

- a) the maximum measured load in the current billing period but not less than 250 kW, or
- b) the highest measured load in the preceding eleven (11) monthly billing periods, or
- c) the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

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### P.S.C. Electric No. 11, Original Sheet No. 80.1

Standard Rate STOD

### SCHOOL TIME-OF-DAY SERVICE

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month. Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times 90 percent, at the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT THE TIME OF MAXIMUM LOAD)

Adjusted Maximum kW Load for Billing Purposes = Maximum kW Load Measured x 90%

Power Factor (in percent)

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# P.S.C. Electric No. 11, Original Sheet No. 80.2

Standard Rate STOD

### SCHOOL TIME-OF-DAY SERVICE

### **RATING PERIODS**

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

### Summer peak months of May through September

	Base	Intermediate	Peak
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours	<del></del>	

#### All other months of October continuously through April

	Base	Intermediate	Peak
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M 12 Noon
Weekends	All Hours		

### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

### **LATE PAYMENT CHARGE**

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

### TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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### P.S.C. Electric No. 11, Original Sheet No. 81

Standard Rate

OSL

### OUTDOOR SPORTS LIGHTING SERVICE

# **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

This rate schedule is available as an optional pilot program for secondary and primary service used by a customer for lighting specifically designed for outdoor fields which are normally used for organized competitive sports. Service under this rate schedule is limited to a maximum of twenty customers. Company will accept customers on a first-come-first-served basis.

### RATE

Basic Service Charge per month:	Secondary \$90.00	<u>Primary</u> \$240.00
Plus an Energy Charge per kWh of:	\$ 0.04070	\$ 0.03924
Plus a Maximum Load Charge per kW of:		<u></u>
Peak Demand Period	\$ 14.37 \$ 4.29	\$ 13.07 \$ 3.01
Base Demand Period	\$ 4.29	\$ 3.01

# Where:

the monthly billing demand for the Peak Demand Period is the greater of:

- a) the maximum measured load in the billing period, or
- b) a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods.
- the monthly billing demand for the Base Demand Period is the greater of:
  - a) the maximum measured load in the billing period, or
  - b) the highest measured load in the preceding eleven (11) monthly billing periods, or
  - c) if applicable, the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

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#### P.S.C. Electric No. 11, Original Sheet No. 81.1

Standard Rate OSL

# OUTDOOR SPORTS LIGHTING SERVICE

### **DETERMINATION OF MAXIMUM LOAD**

The load will be measured and will be the average kW demand delivered to the customer during the 15-minute period of maximum use during the appropriate rating period each month.

#### RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	Base	Peak
Weekdays	All Hours	1 P.M. – 7 P.M.
Weekends	All Hours	<u></u>

All other months of October continuously through April

		Base	Peak
	Weekdays	All Hours	6 A.M. – 12 Noon
=	Maakanda	All Hours	

Weekends All Hours

#### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

### **TERM OF CONTRACT**

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the customer's requirements for service.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. Electric No. 11, Original Sheet No. 85

**Adjustment Clause** 

FAC Fuel Adjustment Clause

### APPLICABLE.

In all territory served.

### **AVAILABILITY OF SERVICE**

This schedule is mandatory to all electric rate schedules.

(1) The charge per kWh delivered under the rate schedules to which this fuel clause is applicable shall be increased or decreased during each month in accordance with the following formula:

Adjustment Factor = 
$$\frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$$

Where "F" is the expense of fossil fuel and "S" is the kWh sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all as set out below:

- (2) Fuel costs (F) shall be the most recent actual monthly cost of:
  - (a) Fossil fuel consumed in the utility's own plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus
  - (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute for the forced outages, plus
  - (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
  - (d) The cost of fossil fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
  - (e) All fuel costs shall be based on weighted average inventory costing.

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P.S.C. Electric No. 11, Original Sheet No. 85.1

#### **Adjustment Clause**

# FAC Fuel Adjustment Clause

- (3) Forced Outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel cost (F) in subsection (2)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.
- (4) Sales (S) shall be all kWh sold, excluding inter-system sales. Where, for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to in subsection (2)(d) above, less (vi) total system losses. Utility used energy shall not be excluded in the determination of sales (S).
- (5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of FERC Uniform System of Accounts for Public Utilities and Licensees.
- (6) Base (b) period shall be April 2012 and the base fuel factor is \$0.02725 per kWh.
- (7) Current (m) period shall be the second month preceding the month in which the Fuel Clause Adjustment Factor is billed.
- (8) Pursuant to the Public Service Commission's Orders in Case No. 2012-00553 dated May 17, 2013, and May 29, 2013, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle for July 2013, which begins June 26, 2013.

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DATE EFFECTIVE: With Bills Rendered On and After

June 26, 2013

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 86

**Adjustment Clause** 

DSM

#### **Demand-Side Management Cost Recovery Mechanism**

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is mandatory to Residential Service Rate RS, Residential Time-of-Day Energy Service Rate RTOD-Energy, Residential Time of Day Demand Service Rate RTOD-Demand, Volunteer Fire Department Service Rate VFD, General Service Rate GS, Power Service Rate PS, Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Retail Transmission Service Rate RTS. Industrial customers who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism. For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes that create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32, and 33. All other non-residential customers will be defined as "commercial."

#### RATE

The monthly amount computed under each of the rate schedules to which this Demand-Side Management Cost Recovery Mechanism is applicable shall be increased or decreased by the DSM Cost Recovery Component (DSMRC) at a rate per kilowatt hour of monthly consumption in accordance with the following formula:

DSMRC = DCR + DRLS + DSMI + DBA + DCCR

Where:

### DCR = DSM COST RECOVERY

The DCR shall include all expected costs that have been approved by the Commission for each twelve-month period for demand-side management programs that have been developed through a collaborative advisory process ("approved programs"). Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees, and administrative expenses, will be recovered through the DCR. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated budget from each program. The cost of approved programs shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DCR for each such rate class.

# DRLS = DSM REVENUE FROM LOST SALES

Revenues from lost sales due to DSM programs implemented on and after the effective date of this tariff will be recovered as follows:

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P.S.C. Electric No. 11, Original Sheet No. 86.1

#### **Adjustment Clause**

#### DSM

#### **Demand-Side Management Cost Recovery Mechanism**

#### RATE (continued)

- 1) For each upcoming twelve-month period, the estimated reduction in customer usage (in kWh) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per kWh for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the Residential, Residential Time-of-Day Energy Service, Volunteer Fire Department, and General Service customer classes is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, RTOD-Energy, VFD, and GS rate schedules in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (rate schedules RTOD-Demand, PS, TODS, TODP, and RTS) is defined as the weighted average price per kWh represented by the composite of the expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.
- 2) The lost revenues for each customer class shall then be divided by the estimated class sales (in kWh) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenue from lost sales calculated for a twelve-month period shall be included in the DRLS for thirty-six (36) months or until implementation of new rates pursuant to a general rate case, whichever comes first. Revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales.

Revenues collected hereunder are based on engineering estimates of energy savings, expected program participation, and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the DSM Balance Adjustment (DBA) component.

A program evaluation vendor will be selected to provide evaluation criteria against which energy savings will be estimated for that program. Each program will be evaluated after implementation and any revision of the original engineering estimates will be reflected in both (a) the retroactive true-up provided for under the DSM Balance Adjustment and (b) the prospective future lost revenues collected hereunder.

# DSMI = DSM INCENTIVE

For all Energy Impact Programs except Direct Load Control, the DSM incentive amount shall be computed by multiplying the net resource savings expected from the approved

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P.S.C. Electric No. 11, Original Sheet No. 86.2

**Adjustment Clause** 

DSM

# **Demand-Side Management Cost Recovery Mechanism**

programs that are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings. For the Energy Education Program, the DSM incentive amount shall be computed by multiplying the annual cost of the approved program times five (5) percent.

The DSM incentive amount related to programs for Residential Service Rate RS, Residential Time-of-Day Energy Service Rate RTOD-Energy, Residential Time-of-Day Demand Service Rate RTOD-Demand, Volunteer Fire Department Service Rate VFD, General Service Rate GS, Power Service Rate PS, Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, and Retail Transmission Service Rate RTS shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSM incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

### **DBA = DSM BALANCE ADJUSTMENT**

The DBA shall be calculated on a calendar-year basis and is used to reconcile the difference between the amount of revenues actually billed through the DCR, DRLS, DSMI, DCCR, and previous application of the DBA and the revenues that should have been billed, as follows:

- For the DCR, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the DCR unit charge and the actual cost of the approved programs during the same twelve-month period.
- 2) For the DRLS the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DRLS unit charge and the amount of lost revenues determined for the actual DSM measures implemented during the twelve-month period.
- 3) For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.
- 4) For the DBA, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DBA and the balance adjustment amount established for the same twelve-month period.

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 86.3

**Adjustment Clause** 

#### DSM

#### **Demand-Side Management Cost Recovery Mechanism**

The balance adjustment amounts determined on the basis of the above paragraphs (1)-(4) shall include interest applied to the monthly amounts, such interest to be calculated at a rate equal to the average of the "Three-Month Commercial Paper Rate" for the immediately preceding twelve-month period. The total of the balance adjustment amounts shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DBA for such rate class. DSM balance adjustment amounts will be assigned for recovery purposes to the rate classes for which over- or under-recoveries of DSM amounts were realized.

### DCCR = DSM CAPITAL COST RECOVERY

The DCCR component is the means by which the Company recovers its capital investments made for DSM programs, as well as an approved rate of return on such capital investments. The Company calculates the DCCR component as follows:

$$DCCR = [(RB) (ROR + (ROR - DR) (TR / (1 - TR))] + OE$$

- a) RB is the total rate base for DCCR projects.
- b) ROR is the overall rate of return on DSM Rate Base (RB).
- c) DR is the composite debt rate (i.e., the cost of short- and long-term debt) embedded in ROR.
- TR is the composite federal and state income tax rate that applies to the equity return component of ROR.
- e) OE is the sum of the capital-related operating expenses (i.e., depreciation and amortization expense, property taxes, and insurance expense) of the DSM projects to which DCCR applies.

The Company then allocates the DCCR component to the rate class(es) benefitting from the Company's various DSM-related capital investment(s).

# **CHANGES TO DSMRC**

Modifications to components of the DSMRC shall be made at least thirty (30) days prior to the effective period for billing. Each filing shall include the following information as applicable:

- A detailed description of each DSM program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies that have been performed, as available.
- A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA, DCCR, and DSMRC.

Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.

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Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 86.4

**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

### PROGRAMMATIC CUSTOMER CHARGES

#### **Residential Customer Program Participation Incentives:**

The following Demand Side Management programs are available to residential customers receiving service from the Company on the RS, RTOD-Energy, RTOD-Demand, and VFD Standard Electric Rate Schedules.

### Residential Load Management / Demand Conservation

The Residential Load Management / Demand Conservation Program employs switches in homes to help reduce the demand for electricity during peak times. The program communicates with the switches to cycle central air conditioning units, heat pumps, electric water heaters, and pool pumps off and on through a predetermined sequence. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.8.

#### Residential Conservation / Home Energy Performance Program

The on-site audit offers a comprehensive audit from a certified auditor and incentives for residential customers to support the implementation of energy saving measures for a fee of \$25. Customers are eligible for incentives of \$150 or \$1,000 based on customer purchased and installed energy efficiency measures and validated through a follow-up test.

### Residential Low Income Weatherization Program (WeCare)

The Residential Low Income Weatherization Program (WeCare) is an education and weatherization program designed to reduce energy consumption of LG&E's low-income customers. The program provides energy audits, energy education, and blower door tests, and installs weatherization and energy conservation measures. Qualified customers could receive energy conservation measures ranging from \$0 to \$2,100 based upon the customer's most recent twelve-month energy usage and results of an energy audit.

# **Smart Energy Profile**

The Smart Energy Profile Program provides a portion of LG&E's highest consuming residential customers with a customized report of tips, tools and energy efficiency programming recommendations based on individual household energy consumption. These reports are benchmarked against similar local properties. The report will help the customer understand and make better informed choices as it relates to energy usage and the associated costs. Information presented in the report will include a comparison of the customer's energy usage to that of similar houses (collectively) and a comparison to the customer's own energy usage in the prior year.

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P.S.C. Electric No. 11, Original Sheet No. 86.5

**Adjustment Clause** 

#### DSM

# **Demand-Side Management Cost Recovery Mechanism**

### **Residential Incentives Program**

The Residential Incentives Program encourages customers to purchase and install various ENERGY STAR® appliances, HVAC equipment, or window films that meet certain requirements, qualifying them for an incentive as noted in the table below.

Category	Item	Incentive
Appliances	Heat Pump Water Heaters (HPWH)	\$300 per qualifying item purchased
	Washing Machine	\$75 per qualifying item purchased
	Refrigerator	\$100 per qualifying item purchased
	Freezer	\$50 per qualifying item purchased
	Dishwasher	\$50 per qualifying item purchased
Window Film	Window Film	Up to 50% of materials cost only; max of \$200 per customer account; product must meet applicable criteria.
HVAC	Central Air Conditioner	\$100 per Energy Star item purchased plus an additional \$100 per SEER improvement above minimum
	Electric Air-Source Heat Pump	\$100 per Energy Star item purchased plus additional \$100 per SEER improvement above minimum

#### Residential Refrigerator Removal Program

The Residential Refrigerator Removal Program is designed to provide removal and recycling of working, inefficient secondary refrigerators and freezers from LG&E customer households. Customers participating in this program will be provided a one-time incentive. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.8.

### **Customer Education and Public Information**

This program helps customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through three processes: a mass-media campaign, an elementary- and middle-school program, and training for home construction professionals. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.

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P.S.C. Electric No. 11, Original Sheet No. 86.6

**Adjustment Clause** 

**DSM** 

#### **Demand-Side Management Cost Recovery Mechanism**

### **Residential Advanced Metering Systems Incentives:**

The following Demand Side Management offering is available to residential customers receiving service from the Company on the RS Rate Schedule.

### Advanced Metering Systems

The Advanced Metering Systems offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The Program employs advanced meters to communicate hourly consumption data to customers through a website.

# **Commercial Customer Program Participation Incentives:**

The following Demand Side Management programs are available to commercial customers receiving service from the Company on the GS, PS, TODS, TODP, and RTS Standard Electric Rate Schedules.

# Commercial Load Management / Demand Conservation

The Commercial Load Management / Demand Conservation Program employs switches or interfaces to customer equipment in small and large commercial businesses to help reduce the demand for electricity during peak times. The Program communicates with the switches or interface to cycle equipment. This program has an approved flexible incentive structure. The current program offering is defined on Sheet No 86.9.

### **Commercial Conservation / Commercial Incentives**

The Commercial Conservation / Commercial Incentive Program is designed to increase the implementation of energy efficiency measures by providing financial incentives to assist with the replacement of aging and less efficient equipment and for new construction built beyond code requirements. The Program also offers an online tool providing recommendations for energy-efficiency improvements. Incentives available to all commercial customers are based upon a \$100 per kW removed for calculated efficiency improvements. A prescriptive list provides customers with incentive values for various efficiency improvement projects. Additionally, a custom rebate is available based upon company engineering validation of sustainable kW removed. New construction rebates are available on savings over code plus bonus rebates for LEED certification.

- Maximum annual incentive per facility is \$50,000
- Customers can receive multi-year incentives in a single year where such multi-year incentives do not exceed the aggregate of \$100,000 per facility and no incentive was provided in the immediately preceding year
- Applicable for combined Prescriptive, Custom, and New Construction Rebates

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P.S.C. Electric No. 11, Original Sheet No. 86.7

**Adjustment Clause** 

**DSM** 

**Demand-Side Management Cost Recovery Mechanism** 

### **Customer Education and Public Information**

This program helps customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through three processes: a mass-media campaign and an elementary- and middle-school program, and training for home construction professionals. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.

# **School Energy Management Program**

The School Energy Management program will facilitate the hiring and retention of qualified, trained energy specialists by public school districts to support facilitation of energy efficiency measures for public and independent schools under KRS 160.325.

### **Commercial Advanced Metering Systems Incentives:**

The following Demand Side Management offering is available to residential customers receiving service from the Company on the GS Rate Schedule.

# **Advanced Metering Systems**

The Advanced Metering Systems offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The Program employs advanced meters to communicate hourly consumption data to customers through a website.

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**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

### **Current Program Incentive Structures**

### Residential Load Management / Demand Conservation Switch Option:

- \$5/month bill credit for June, July, August, and September per air conditioning unit or heat pump on single family home.
- \$2/month bill credit for June, July, August, and September per electric water heater (40 gallon minimum) or swimming pool pump on single family home.
- If new customer registers by December 31, 2017, then a \$25 gift card per airconditioning unit, heat pump, water heater (40 gallon minimum) and/or swimming pool pump switch installed.
  - Customers in a tenant-landlord relationship will receive the entire \$25 new customer incentive.

### **Multi-family Option:**

- Tenant \$2/month bill credit per customer for June, July, August, and September per air conditioning unit, heat pump, or water heater (40 gallon minimum).
- Entire Complex Enrollment Property owner receives \$2/month incentive per air conditioning or heat pump switch to the premise owner for June, July, August, and September.
- If new customer registers by December 31, 2017, then a \$25 gift card per airconditioning unit or heat pump installed, where:
  - Customers in a tenant/property owner relationship where the entire complex participates, the property owner will receive a \$25 bonus incentive per air conditioning unit, heat pump, or water heater (40 gallon minimum).
  - Customers in a tenant-landlord relationship where only a portion of the complex participates, the tenant will receive a \$25 gift card new customer incentive.

# **Residential Refrigerator Removal Program**

The program provides \$50 per working refrigerator or freezer.

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**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

### **Commercial Load Management / Demand Conservation**

### **Switch Option**

 \$5 per month bill credit for June, July, August, and September for air conditioning units up to 5 tons. An additional \$1 per month bill credit for each additional ton of air conditioning above 5 tons based upon unit rated capacity.

# **Customer Equipment Interface Option**

The Company will offer a Load Management / Demand Response program tailored to a commercial customer's ability to reduce load. Program participants must commit to a minimum of 50 kW demand reduction per control event.

- \$25 per kW for verified load reduction during June, July, August, and September.
- The customer will have access to at least hourly load data for every month
  of the year which they remain enrolled in the program.
- Additional customer charges may be incurred for metering equipment necessary for this program at costs under other tariffs.

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**Adjustment Clause** 

**DSM** 

**Demand-Side Management Cost Recovery Mechanism** 

#### **Monthly Adjustment Factors**

Residential Service Rate RS, Residential Time-of-Day Energy Service Rate RTOD-Energy, Residential Time-of-Day Demand Service Rate RTOD-Demand and Volunteer Fire Department Service Rate VFD DSM Cost Recovery Component (DCR)

DSM Revenues from Lost Sales (DRLS) DSM Incentive (DSMI) DSM Capital Cost Recovery Component (DCCR)

DSM Balance Adjustment (DBA)

Total DSMRC for Rates RS, RTOD-Energy, RTOD-Demand, and VFD

General Service Rate GS\*

DSM Cost Recovery Component (DCR)
DSM Revenues from Lost Sales (DRLS) DSM Incentive (DSMI)

DSM Capital Cost Recovery Component (DCCR)

DSM Balance Adjustment (DBA) Total DSMRC for Rate GS

Power Service Rate PS\*

DSM Cost Recovery Component (DCR) DSM Revenues from Lost Sales (DRLS)

DSM Incentive (DSMI)

DSM Capital Cost Recovery Component (DCCR)

DSM Balance Adjustment (DBA) Total DSMRC for Rate PS

Time-of-Day Secondary Service Rate TODS\*, Time-of-Day Primary Service Rate TODP\*

and Retail Transmission Service Rate RTS\*

DSM Cost Recovery Component (DCR) DSM Revenues from Lost Sales (DRLS) DSM Incentive (DSMI)

DSM Capital Cost Recovery Component (DCCR)

DSM Balance Adjustment (DBA)

Total DSMRC for Rates TODS, and TODP

**Energy Charge** 0,00175 per kWh \$ 0,00000 per kWh \$ 0,00003 per kWh

\$ 0,00169 per kWh

\$ (0,00001) per kWh

\$ 0.00346 per kWh

**Energy Charge** 

\$ 0,00089 per kWh \$ 0,00000 per kWh \$ 0,00004 per kWh

\$ 0,00022 per kWh

\$\_0.00016, per kWh \$ 0.00131 per kWh

**Energy Charge** \$ 0.00038 per kWh

\$ 0,00000 per kWh \$ 0.00002 per kWh

\$ 0,00050 per kWh \$ (<u>0</u>,00004) per kWh

\$ 0,00086 per kWh

**Energy Charge** 

\$ 0.00018 per kWh

\$ 0.00000 per kWh \$ 0.00001 per kWh \$ 0.00005 per kWh

\$ (0,00001) per kWh

\$ 0,00023 per kWh

\* These charges do not apply to industrial customers taking service under these rates because

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/s/ Robert M. Conroy, Vice President

the Company currently does not offer industrial DSM programs.

State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 87

**Adjustment Clause** 

#### **ECR**

# **Environmental Cost Recovery Surcharge**

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is mandatory to all Standard Electric Rate Schedules listed in Section 1 of the General Index except PSA and Special Charges, all Pilot Programs listed in Section 3 of the General Index, and the FAC (including the Off-System Sales Tracker) and DSM Adjustment Clauses. Standard Electric Rate Schedules subject to this schedule are divided into Group 1 or Group 2 as follows:

Group 1: Rate Schedules RS; RTOD-Energy; RTOD-Demand; VFD; LS; RLS; LE; and TE. Group 2: Rate Schedules GS; PS; TODS; TODP; RTS; FLS; EVSE; and EVC.

The monthly billing amount under each of the schedules to which this mechanism is applicable, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

Group Environmental Surcharge Billing Factor = Group E(m) / Group R(m)

As set forth below, Group E(m) is the sum of Jurisdictional E(m) of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month allocated to each of Group 1 and Group 2. Group R(m) for Group 1 is the 12-month average revenue for the current expense month and for Group 2 it is the 12-month average non-fuel revenue for the current expense month.

# **DEFINITIONS**

- 1) For all Plans, E(m) = [(RB/12) (ROR + (ROR DR) (TR / (1 TR))] + OE EAS + BR
  - a) RB is the Total Environmental Compliance Rate Base.
  - b) ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall rate of return [cost of short-term debt, long-term debt, preferred stock, and common equity].
  - DR is the Debt Rate [cost of short-term debt and long-term debt].
  - TR is the Composite Federal and State Income Tax Rate.
  - e) OE is the Operating Expenses. OE includes operation and maintenance expense recovery authorized by the K.P.S.C. in all approved ECR Plan proceedings.
  - EAS is the total proceeds from emission allowance sales.
  - g) BR is the operation and maintenance expenses, and/or revenues if applicable, associated with Beneficial Reuse.
  - Plans are the environmental surcharge compliance plans submitted to and approved by the Kentucky Public Service Commission pursuant to KRS 278.183.

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P.S.C. Electric No. 11, Original Sheet No. 87.1

**Adjustment Clause** 

**ECR** 

# **Environmental Cost Recovery Surcharge**

# **DEFINITIONS (continued)**

- 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor. Jurisdictional E(m) is adjusted for any (Over)/Under collection or prior period adjustment and by the subtraction of the Revenue Collected through Base Rates for the Current Expense month to arrive at Adjusted Net Jurisdictional E(m). Adjusted Net Jurisdictional E(m) is allocated to Group 1 and Group 2 on the basis of Revenue as a Percentage of Total Revenue for the 12 months ending with the Current Month to arrive at Group 1 E(m) and Group 2 E(m).
- 3) The Group 1 R(m) is the average of total Group 1 monthly base revenue for the 12 months ending with the current expense month. Base revenue includes the customer, energy, and lighting charges for each rate schedule included in Group 1 to which this mechanism is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 1.
- 4) The Group 2 R(m) is the average of total Group 2 monthly base non-fuel revenue for the 12 months ending with the current expense month. Base non-fuel revenue includes the customer, non-fuel energy, and demand charges for each rate schedule included in Group 2 to which this mechanism is applicable and automatic adjustment clause revenues for the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 2. Non-fuel energy is equal to the tariff energy rate for each rate schedule included in Group 2 less the base fuel factor as defined on Sheet No. 85.1, Paragraph 6.
- 5) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 88

**Adjustment Clause** 

oss

Off-System Sales Adjustment Clause

# APPLICABLE.

In all territory served.

### **AVAILABILITY OF SERVICE**

This schedule is mandatory to all electric rate schedules that are subject to the Fuel Adjustment Clause.

### **RATE**

The monthly OSS Adjustment Factor per kWh delivered under each of the schedules to which this mechanism is applicable shall be calculated in accordance with the following formula:

OSS Adjustment Factor =  $0.75 \times [(P(m) / S(m))]$ 

Where "P" is the net eligible margins from off-system power sales and "S" is the kWh sales in the current period (m) as defined in 807 KAR 5:056. The OSS Adjustment Factor will be applied as set out below.

- 1) The monthly OSS Adjustment Factor will be combined with the monthly FAC factor and billed as one
- Current expense month (m) shall be the second month preceding the month in which the combined FAC and OSS factor is billed.
- 3) The combined monthly FAC and OSS factor shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data and information as may be required by the Commission.

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DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00372 dated June 30, 2015

P.S.C. Electric No. 11, Original Sheet No. 90

**Adjustment Clause** 

FF Franchise Fee Rider

#### **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

Available as an option for collection of revenues within governmental jurisdictions which impose on Company franchise fees, permitting fees, local taxes or other charges by ordinance, franchise, or other governmental directive and not otherwise collected in the charges of Company's base rate schedules.

### **DEFINITIONS**

Base Year - the twelve-month period ending November 30. Collection Year - the full calendar year following the Base Year. Base Year Amount -

- 1) a percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- License fees, permit fees, or other costs specifically borne by Company for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to Company by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by Company as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by Company in accordance with applicable Rules and Regulations approved by and under the direction of the Kentucky Public Service Commission; and
- any adjustment for over or under collection of revenues associated with the amounts in 1) or 2).

#### RATE

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

# BILLING

- 1) The franchise charge will be applied exclusively to the base rate and all riders of bills of customers receiving service within the franchising governmental jurisdiction, before taxes.
- The franchise charge will appear as a separate line item on the Customer's bill and show the unit of government requiring the franchise.
- 3) Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

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DATE EFFECTIVE: October 16, 2003

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2009-00549 dated July 30, 2010

P.S.C. Electric No. 11, Original Sheet No. 90.1

**Adjustment Clause** 

FF Franchise Fee Rider

### **TERM OF CONTRACT**

As agreed to in the franchise agreement. In the event such franchise agreement should lapse but payment of franchise fees, other local taxes, or permitting fees paid by Company by ordinance, franchise, or other governmental directive should continue, collection shall continue under this tariff.

# **TERMS AND CONDITIONS**

Service will be furnished in accordance with the provisions of the franchise agreement in so far as those provisions do not conflict with the Terms and Conditions applicable to Company approved by and under the direction of the Kentucky Public Service Commission.

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/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 91

**Adjustment Clause** 

ST School Tax

### **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

This schedule is applied as a rate increase to all other schedules pursuant to KRS 160.617 for the recovery by the utility of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.613.

# RATE

The utility gross receipts license tax authorized under state law.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

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2009-00549 dated July 30, 2010

P.S.C. Electric No. 11, Original Sheet No. 92

**Adjustment Clause** 

HEA

**Home Energy Assistance Program** 

### APPLICABLE

In all territory served.

### **AVAILABILITY**

To all residential customers.

#### **RATE**

\$0.25 per meter per month.

#### BILLING

The HEA charge shall be shown as a separate item on customer bills.

### **PURPOSE**

Proceeds from this charge will be used to fund residential low-income demand-side management Home Energy Assistance programs which have been designed through a collaborative advisory process and then filed with, and approved by, the Commission.

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DATE EFFECTIVE: July 1, 2015

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State Regulation and Rates Louisville, Kentucky

Louisville, Neritacky

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P.S.C. Electric No. 11, Original Sheet No. 95

#### **TERMS AND CONDITIONS**

#### **Customer Bill of Rights**

As a residential customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service, unless any rate or rider under which you take service explicitly states otherwise.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected
- If you have not been disconnected, you have the right to maintain your natural gas and electric service for up to thirty (30) days, provided you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your natural gas
  or electric service reconnected between the months of November through March provided you:
  - or electric service reconnected between the months of November through March provided you:

    1) Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
  - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
  - 3) Accept referral to the Human Resources' Weatherization Program, and
  - 4) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with your utility (call Toll Free 1-800-772-4636).

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ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 96

#### **TERMS AND CONDITIONS**

#### General

#### **COMMISSION RULES AND REGULATIONS**

All electric service supplied by Company shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky.

### COMPANY TERMS AND CONDITIONS.

In addition to the rules and regulations of the Commission, all electric service supplied by Company shall be in accordance with these Terms and Conditions to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions in each rate schedule, and which shall constitute a part of all applications and contracts for service.

#### COMPANY AS A FEDERAL CONTRACTOR

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded and will not apply to or govern agreements between customers and

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

# RATES, TERMS AND CONDITIONS ON FILE

A copy of the rate schedules, terms, and conditions under which electric service is supplied is on file with the Public Service Commission of Kentucky. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of Company where bills may be paid.

#### **CUSTOMER GENERATION**

All existing and future installations of equipment for the purpose of electric generation that is intended to run in parallel with utility service, regardless of the length of parallel operation, shall be reported by the Customer (or the Customer's Representative) to the Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Terms and Conditions of the Company's Tariff.

### ASSIGNMENT

No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.

DATE OF ISSUE:

XXXX, 2017

DATE EFFECTIVE: July 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 96.1

### **TERMS AND CONDITIONS**

#### General

#### RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days prior written notice by either party.

### AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF P.S.C. OF KY.

No agent has power to amend, modify, alter, or waive any of these Terms and Conditions, or to bind Company by making any promises or representations not contained herein.

# SUPERSEDE PREVIOUS TERMS AND CONDITIONS

These Terms and Conditions supersede all terms and conditions under which Company has previously supplied electric service.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00372 dated June 30, 2015

P.S.C. Electric No. 11, Original Sheet No. 97

#### **TERMS AND CONDITIONS**

#### **Customer Responsibilities**

### APPLICATION FOR SERVICE

A written, in-person, electronic, or oral application or contract, properly executed, will be required before Company is obligated to render electric service. Company may require any party applying for service to provide some or all of the following information for the party desiring service: full legal name, address, full Social Security Number or other taxpayer identification number, date of birth (if applicable), relationship of the applying party to the party desiring service, and any other information Company deems necessary for legal, business, or debt-collection purposes. Company shall have the right to reject for valid reasons any such application or contract, including the applying party's refusal to provide requested information.

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. Customer accepts that non-standard service may result in the delay of required maintenance or, in the case of outages, restoration of service.

#### 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 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 Company.

### **CONTRACTED DEMANDS**

For rate applications where billing demand minimums are determined by the Contract Demand customer shall execute written Contract prior to rendering of service. At Company's sole discretion, in lieu of a written contract, a completed load data sheet or other written load specification, as provided by Customer, can be used to determine the maximum load on Company's system for determining Contract Demand minimum.

If Company or Customer terminates Customer's service under a rate schedule that contains demand charges and Customer subsequently applies to Company to reestablish service to the same premise or facility, Company must determine monthly billing demand for the reestablished service as though Customer had continuously taken service from the time of service termination through the reestablishing of service to Customer. For the purpose of determining the monthly billing demand described in the preceding sentence, the demand to be used for the period during which Customer did not take service from Company shall be the actually recorded demand, if any, for the premise or facility during that period. The preceding two sentences will not apply if Company determines, in its sole discretion, that material changes to Customer's facilities, processes, or practices justify establishing a new Contract Demand for the reestablished service.

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P.S.C. Electric No. 11, Original Sheet No. 97.1

#### **TERMS AND CONDITIONS**

#### **Customer Responsibilities**

#### **OPTIONAL RATES**

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

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 Customer, but 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, Customer will be given the opportunity to change to another schedule, unless otherwise prevented by the rate schedule under which Customer is currently served, after trial of the schedule originally designated; however, after the first such change, Company shall not be required to make a change in schedule more often than once in twelve months.

From time to time, Customer should investigate Customer's operating conditions to determine a desirable change from one available rate to another. Company, lacking knowledge of changes that may occur at any time in 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 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**

Customer shall furnish, install and maintain at Customer's 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. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility company, Customer will notify Company of their intention in advance of the commencement of construction.

#### OWNER'S CONSENT TO OCCUPY

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

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P.S.C. Electric No. 11, Original Sheet No. 97.2

### **TERMS AND CONDITIONS**

### **Customer Responsibilities**

#### **ACCESS TO PREMISES AND EQUIPMENT**

Company shall have the right of access to 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. Customer shall not construct or permit the construction of any structure or device which will restrict the access of 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 Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of 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 Company.

### POWER FACTOR

Company installs facilities to supply power to its customers at or near unity power factor.

Company expects any customer to use apparatus which shall result in a power factor near unity However, 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 Customer's power factor is less than 90 percent, Company reserves the right to require the customer to furnish, at Customer's own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

# **EXCLUSIVE SERVICE ON INSTALLATION CONNECTED**

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

#### LIABILITY

Customer assumes all responsibility for the electric service upon 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 Company harmless from all claims for injury or damage to persons or property occurring on 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 Company.

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ISSUED BY: /s/ Robert M. Conroy, Vice President

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Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 97.3

#### **TERMS AND CONDITIONS**

#### **Customer Responsibilities**

# 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 Customer contemplates any material increase in Customer's connected load, whether in a single increment or over an extended period, Customer shall immediately give 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, Customer may be held liable for any damage done to meters, transformers, or other equipment of Company caused by such material increase in the Customer's connected load. Should Customer make a permanent change in the operation of electrical equipment that materially reduces the maximum load required by Customer, Company may reduce Customer's contract capacity.

#### **PERMITS**

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company's distribution lines, Customer shall obtain from the property 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, 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 Company in a reasonable manner and with due regard for the convenience of the customer.

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

### **CHANGES IN SERVICE**

Where Customer is receiving service and desires relocation or change in facilities not supported by additional load, Customer is responsible for the cost of the relocation or change in facilities through a Non-Refundable Advance.

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 98

#### **TERMS AND CONDITIONS**

#### **Company Responsibilities**

#### **METERING**

The electricity used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. Company has the right to install any meter or meters it deems in its sole discretion to be necessary or prudent to serve any customer, including without limitation a digital, automated meter reading, automated metering infrastructure, or advanced metering systems meter or meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

### POINT OF DELIVERY OF ELECTRICITY

The point of delivery of electrical energy supplied by Company shall be at the point, as designated by Company, where Company's facilities are connected with the facilities of Customer, irrespective of the location of the meter

### **EXTENSION OF SERVICE**

The main transmission lines of Company, or branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, Company may require such definite and written guarantees from a customer, or group of customers, in addition to any minimum payments required by the Tariff as may be necessary. This requirement may also be made covering the repayment, within a reasonable time, of the cost of tapping such existing lines for light or power service or both.

# COMPANY'S EQUIPMENT AND INSTALLATION

Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity at the voltage contracted for, to Customer's electric facilities

Company will furnish, install, and maintain at its expense the necessary meter or meters. (The term meter as used here and elsewhere in these rules and regulations shall be considered to include all associated instruments and devices, such as current and potential transformers installed for the purpose of measuring deliveries of electricity to the customer.) Suitable provision for Company's meter, including an adequate protective enclosure for the same if required, shall be made by Customer. Title to the meter shall remain with Company, with the right to install, operate, maintain, and remove same. Customer shall protect such property of Company from loss or damage, and no one who is not an agent of Company shall be permitted to remove, damage, or tamper with the same. Customer shall execute such reasonable form of easement agreement as may be required by Company.

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P.S.C. Electric No. 11, Original Sheet No. 98.1

#### **TERMS AND CONDITIONS**

#### **Company Responsibilities**

Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for commercial or industrial service shall furnish Company with realistic estimates of prospective electricity requirements.

#### **COMPANY NOT LIABLE FOR INTERRUPTIONS**

Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

### COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of Company

#### LIABILITY

In no event shall Company have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that Customer's use of Company's service causes damage to Company's property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

#### FIRM SERVICE

Where a customer-generator supplies all or part of the customer-generator's own load and desires Company to provide service for that load, the customer-generator must contract for such service, otherwise Company has no obligation to supply the non-firm service.

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/s/ Robert M. Conroy, Vice President State Regulation and Rates

Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 99

#### **TERMS AND CONDITIONS**

#### **Character of Service**

Electric service, under the rate schedule herein, will be 60 cycle, alternating current delivered from Company's various load centers and distribution lines at typical nominal voltages and phases, as available in a given location, as follows:

### **SECONDARY VOLTAGES**

Residential Service -

Single phase 120/240 volts three-wire service or 120/208Y volts three-wire service where network system is available.

Non-Residential Service -

- Single phase 120/240 volts three-wire service or 120/208Y three-wire service where network system is available.
- Three phase 240 volts three-wire, 480 volts three-wire service, 120/208Y volts fourwire service, or 277/480Y volts four-wire service.

#### **PRIMARY VOLTAGES**

According to location, 2400/4160Y volts, 7200/12,470Y volts, 13,800 volts, or 34,500 volts.

#### TRANSMISSION VOLTAGES

According to location, 69,000 volts, 138,000 volts, or 345,000 volts.

The voltage available to any individual customer shall depend upon the voltage of Company's lines serving the area in which such customer's electric load is located.

# RESTRICTIONS

- Except for minor loads, with approval of the Company, two-wire service is restricted to those customers on service July 1, 2004.
- To be eligible for the rate applicable to any delivery voltage other than secondary voltage, a customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the primary or transmission voltage available at point of connection.
  - a) In the event Company is required to provide transformation to reduce an available voltage to a lower voltage for delivery to Customer, Customer shall be served at the rate applicable to the lower voltage; provided, however, that if the same rate is applicable to both the available voltage and the delivery voltage, Customer may be required to make a nonrefundable payment to reflect the additional investment required to provide service.
  - b) The available voltage shall be the voltage on that distribution or transmission line which the Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of Customer.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2009-00549 dated July 30, 2010

P.S.C. Electric No. 11, Original Sheet No. 100

#### **TERMS AND CONDITIONS**

#### **Residential Rate Specific Terms and Conditions**

Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances, and other domestic purposes.

- 1. <u>DEFINITION OF RESIDENTIAL RATE</u> Residential rates are based on service to single family units served through a single meter. Such service may include incidental usage of electricity for home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is practiced by Customer in his residence. Service to both a single family unit and a detached structure may both be served through a single meter, regardless of the meter location, and qualify for the residential service provided the consumption in the non-residential portion of the detached structure is incidental.
- 2. <u>DEFINITION OF SINGLE FAMILY UNIT</u> A single family unit is a structure or part of a structure used or intended to be used as a home, residence, or sleeping place by one or more persons maintaining a common household. Residential service is not available to transient multi-family structures including, but not limited to, hotels, motels, studio apartments, college dormitories, or any structure without a permanent foundation or attached to sanitation facilities. Fraternity or sorority organizations associated with educational institutions may be classified as residential and billed at the residential rate.
- 3. <u>DETACHED STRUCTURES</u> If Customer has detached structures that are located at such distance from Customer's residence as to make it impracticable to supply service through customer's residential meter, the separate meter required to measure service to the detached structures will be considered a separate service and billed as a separate customer.
- 4. <u>POWER REQUIREMENT</u> Single-phase power service used for domestic purposes will be permitted under Residential Rates RS, RTOD-Energy, and RTOD-Demand when measured through the residential meter subject to the conditions set forth below:
  - (a) Single-phase motors may be served at 120 volts if the locked-rotor current at rated voltage does not exceed 50 amperes. Motors with locked-rotor current ratings in excess of 50 amperes must be served at 240 volts.
  - (b) Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company's electric distribution facilities at desired point of supply is such that, in Company's judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of

Deleted: November 23, 2016

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DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2017

ISSUED BY: /s/ Rob

/s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 100.1

### **TERMS AND CONDITIONS**

#### **Residential Rate Specific Terms and Conditions**

nearby electric customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.

- (c) In the case of multi-motored devices arranged for sequential starting of the motors, the above rules are considered to apply to the locked-rotor currents of the individual motors; if arranged for simultaneous starting of the motors, the rules apply to the sum of the locked-rotor currents of all motors so started.
- (d) Any motor or motors served through a separate meter will be billed as a separate customer.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 101

#### **TERMS AND CONDITIONS**

#### **BILLING**

#### METER READINGS AND BILLS

As used in the entirety of this Tariff, "meter reading" and similar terms shall include data collected remotely from automated meter reading, automated meter infrastructure, advanced metering systems, and other electronic meter equipment or systems capable of delivering usage data to Company. A physical, manual reading of a meter is not required to constitute a "meter reading."

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 7.

All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read customer meters at least quarterly, except that customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, the minimum charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty days.

When Company is unable to read Customer's meter after reasonable effort, or when Company experiences circumstances which make actual meter readings impossible or impracticable, Customer may be billed on an estimated basis and the billing will be adjusted as necessary when the meter is read

In the event Company's meter fails to register properly by reason of damage, accident, etc., Company shall have the right to estimate Customer's consumption during the period of failure on the basis of such factors as Customer's connected load, heating degree days, and consumption during a previous corresponding period and during a test period immediately following replacement of the defective meter.

Where Company serves a customer with both electric and gas service at the same service location, Company will render a combined bill. Provided, however, a residential customer may request, and Company will render, separate bills under the following conditions: (1) Customer is being threatened with disconnection for non-payment or has already been disconnected for that reason and (2) Customer would be able to pay either the gas or electric portion of his bill and thus retain one service.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of rendition thereof. If full payment is not received by the due date of the bill, a late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy

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Deleted: January 1, 2017

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State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Electric No. 11, Original Sheet No. 101.1

#### **TERMS AND CONDITIONS**

#### **BILLING**

assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice. There will be no adverse credit impact on the customer's payment and credit record, including credit scoring, both internally and externally, and the account will not be considered delinquent for any purpose if the Company receives the customer's payment within fifteen days after the date on which the Company issues the customer's bill.

Failure to receive a bill does not exempt Customer from these provisions of Company's Terms and Conditions.

#### READING OF SEPARATE METERS NOT COMBINED

For billing purposes, each meter upon Customer's premises will be considered separately and readings of two (2) or more meters will not be combined except where Company's operating convenience requires the installation of two (2) or more meters upon Customer's premises instead of one (1) meter.

### **CUSTOMER RATE ASSIGNMENT**

If Customer takes service under a rate schedule the eligibility for which contains a minimum or maximum demand parameter (or both), Company will review Customer's demand and usage data at least once annually to determine the rate schedule under which Customer will take service until the next review and rate determination. Company will also conduct such a review and determination upon Customer's request. Company shall not be obligated to change Customer's rate determination based upon detection of a substantial deviation of Customer's demand or usage if, after consultation with Customer, Company determines in its sole discretion that such deviation is not indicative of Customer's likely long-term demand. Similarly, Company may assign Customer to a rate schedule for which Customer would not be eligible based solely on Customer's historical demand or usage, but Company may do so only as part of a review and rate determination that involves consulting with Customer about Customer's likely future demand, as well as Customer's special contract demand, if applicable.

Any such review and rate determination shall be deemed conclusively to be the correct rate determination for Customer for all purposes and for all periods until Company conducts the next such review and determination for Customer. Therefore, Company shall not be liable for any refunds to Customer based upon Customer's rate assignment, and Company shall not seek to back-bill Customer based upon Customer's rate assignment, for any periods between and including such reviews and determinations unless, and only in the event that, a particular review and rate determination are shown to have been materially erroneous at the time they were conducted, in which case Company may be liable for a refund, or may back-bill Customer, only for the period from the erroneous review and determination to the present or the next non-erroneous review and determination, whichever is shorter.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00222 dated December 20, 2012

P.S.C. Electric No. 11, Original Sheet No. 101.2

# **TERMS AND CONDITIONS**

#### **BILLING**

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is then taking service under such a rate schedule, Company will not change Customer's rate assignment; it will remain Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is not then taking service under such a rate schedule, Company will (1) provide reasonable notice to Customer of the options available and (2) assign Customer to the rate schedule Company reasonably believes will be most financially beneficial to Customer based on Customer's historical demand and usage, which assignment Company will change upon Customer's request to take service under another rate schedule for which Customer is eligible. Company shall have no refund obligation or bear any other liability or responsibility for its initial assignment of Customer to a rate for which Customer is eligible; it is at all times Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

Nothing in this section is intended to curtail or diminish Customer's responsibility to choose among optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1. Likewise, except as explicitly stated in the paragraph above, nothing in this section creates an obligation or responsibility for Company to assign Customer to a particular rate schedule for which Customer is eligible if Customer is eligible for more than one rate schedule.

### **CUSTOMER RATE MIGRATION**

A change from one rate to another will be effective with the first full billing period following a customer's request for such change, or with a rate change mandated by changes in a customer's load. In cases where a change from one rate to another necessitates a change in metering, the change from one rate to another will be effective with the first full billing period following the meter change.

#### CLASSIFICATION OF CUSTOMERS

For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32 and 33. All other non-residential customers will be defined as "commercial."

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00222 dated December 20, 2012

P.S.C. Electric No. 11, Original Sheet No. 101.3

#### **TERMS AND CONDITIONS**

#### **BILLING**

#### MONITORING OF CUSTOMER USAGE

In order to detect unusual deviations in individual customer consumption, Company will monitor the usage of each customer at least once quarterly. In addition, Company may investigate usage deviations brought to its attention as a result of its ongoing meter reading or billing processor customer inquiry. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause, Company may perform a detailed analysis of Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of the customer's meter reading and billing records, Company may contact Customer to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1). Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 11(4) and (5).

#### RESALE OF ELECTRIC ENERGY

Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

#### MINIMUM CHARGE

Without limiting the foregoing, the Demand Charge shall be due regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including but without limitation any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) Company's ability to serve customer.

DATE OF ISSUE: XXXX, 2017

**DATE EFFECTIVE:** January 4, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 102

#### **TERMS AND CONDITIONS**

### DEPOSITS

# **GENERAL**

- Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8 except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.
- 2) Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
  - Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
  - b) Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.
- 3) Company may offer residential or general service customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first six (6) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
- 4) Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

# RESIDENTIAL

- Residential customers are those customers served under Residential Service Rate RS Sheet No. 5, Residential Time-of-Day Energy Service Rate RTOD-Energy – Sheet No. 6, and Residential Time-of-Day Demand Service Rate RTOD-Demand – Sheet No. 7.
- 2) The deposit for a residential customer is in the amount of \$160.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d)(2). For combination gas and electric customers, the total deposit will be \$260.00.
- Company shall retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
- 4) If a deposit is held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 102.1

#### **TERMS AND CONDITIONS**

#### **DEPOSITS**

# **RESIDENTIAL (Continued)**

5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

### **GENERAL SERVICE**

- General service customers are those customers served under General Service Rate GS, Sheet No. 10.
- 2) The deposit for a general service customer is in the amount of \$240.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d)(2). The deposit for a General Service customer may be waived when the General Service delivery is to a detached building used in conjunction with a Residential Service and the General Service energy usage is no more than 300 kWh per month.
- 3) Company shall retain Customer's deposit as long as Customer remains on service.
- 4) For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten percent (10%), Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

# OTHER SERVICE

- The deposit for all other customers, those not classified herein as residential or general service, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR5:006, Section 8(1)(d)(1).
- 2) For customers not meeting the parameters of GENERAL SERVICE ¶ 2, above, Company may retain Customer's deposit as long as Customer remains on service.
- 3) For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten percent (10%), Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 4) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00372 dated June 30, 2015

P.S.C. Electric No. 11, Original Sheet No. 103

#### **TERMS AND CONDITIONS**

#### **Budget Payment Plan**

Company's Budget Payment Plan is available to any residential customer served under Residential Service Rate RS or any general service customer served under General Service Rate GS. If a residential customer, who is currently served under Residential Service Rate RS and is currently enrolled in the Budget Payment Plan, elects to take service under Residential Time-of-Day Energy Service Rate RTOD-Energy or Residential Time-of-Day Demand Service Rate RTOD-Demand, such customer would be removed from the Budget Payment Plan and restored to regular billing.

Under this plan, a customer may elect to pay, each billing period, a budgeted amount in lieu of billings for actual usage. A customer may enroll in the plan at any time.

The budgeted amount will be determined by Company, and will be based on one-twelfth of Customer's usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during Customer's budget year. If actual usage indicates Customer's account will not be current with the final payment in Customer's budget year, Customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of Customer's next budget year.

If Customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove Customer from the plan, restore the Customer to regular billing and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months.

Failure to receive a bill in no way exempts Customer from the provisions of these terms and conditions.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2015

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

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P.S.C. Electric No. 11, Original Sheet No. 104

### **TERMS AND CONDITIONS**

# **Bill Format**

BILLING SUMMARY Previous Balance Payment(s) Received 194.39 -194.39 Balance as of 4/28/16 \$0.00 Current Electric Charges 113.68 Total Current Charges as of 4/28/16 \$113.68 Total Amount Due \$113.68

Mailed 4/21/16 for Account # 3000-3333-3333

5/26/16

JOHN SMITH 100 Towne Creek Rd LOUSVILLE KY

Ige-Iou.com (502) 589-1444, press 1-2-3 24 hours a day; \$2.25 fee (502) 589-1444 M-F, 7am-7pm ET 800, Broadway Louisville, KY 40202 M-F, 8am-5pm ET

Next read will occur 5/27/16 - 5/29/16 (Meter Read Portion 19)

### CURRENT USAGE

# ELECTRIC	
Meter Reading Information	Meter #500000
Actual (R) kWh Reading on 4/28/16	26762
Previous (R) kWh Reading on 3/30/16	25669
Current kWh Usage	1093
Meter Multiplier	1
Metered kWh Usage	1093

### CURRENT CHARGES

<b> ▼</b> ELECTRIC	Rate: Residential Ele	ctric Service
Basic Service Charge Energy Charge (\$0.080	76x 1.093kWh)	10.75 88.27
Electric DSM (\$0.0052		5.68 2.45
	ge (5.860% x \$107.15)	6.28 0.25
Total Charges	or and one go	\$113.68

Please return only this portion with your payment. Make checks payable to LG&E and write your account number on your check.

\$113.68 After Due Date, Pay this Am \$117.09 Winterhelp Donation:

Account # 3000-3333-3333 Service Address: 100 Towne Creek Rd

JOHN SMITH 100 TOWNE CREEK RD LOUISVILLE, KY 40243-1000

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DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: April 29, 2016

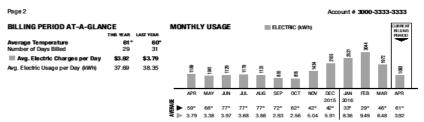
ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 104.1

# **TERMS AND CONDITIONS**

# **Bill Format**



BILLING INFORMATION

Late Payment Charge Late Charge to be Assessed After Due Date

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: April 29, 2016

/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 104.2

### **TERMS AND CONDITIONS**

# **Bill Format**

### BILLING SUMMARY

Previous Balance Payment(s) Received Balance as of 4/7/16 Current Electric Charges Current Gas Charges 54.03 53.62 Total Current Charges as of 4/7/16 \$107.65 \$107.65

# Mailed 4/8/16 for Account # 3000-5555-5555

\$107.65 5/1/16

JOHN SMITH 100 Cassidy Ln LOUISVILLE KY

lge-ku.com 502-589-1444, press 1-2-3 24 hours a day; \$2.25 fee 502-589-1444 M-F, 7am-7pm ET 820 W. Broadway Louisville, KY 40202 M-F, 8am-5pm ET

Next read will occur 5/4/16 - 5/6/16 (Meter Read Portion 03)

### CURRENT USAGE

# ELECTRIC	
Meter Reading Information	Meter # 700000
Actual (R) kWh Reading on 4/7/16	58526
Previous (R) kWh Reading on 3/9/16	58072
Current kWh Usage	454
Meter Multiplier	1
Metered kWh Usage	454

∂ GAS	
Meter Reading Information	Meter # 600000
Actual (R) ccf Reading on 4/7/16	2704
Previous (R) ccf Reading on 3/9/16	2658
Current ccf Usage	46
Meter Multiplier	1
Metered ccf Usage	46

### **CURRENT CHARGES**

# ELECTRIC	Rate: Residential E	lectric Service
Basic Service Charge		10.75
Energy Charge (\$0.08076 x 454	4 kWh)	36.67
Electric DSM (\$0.00520 x 454 l	kWh)	2.36
Electric Fuel Adjustment (\$0.00	224 x 454 kWh)	1.02
Environmental Surcharge (5.86)	0% x \$50.80)	2.98
Home Energy Assistance Fund	Charge	0.25
Total Charges		\$54.03

🐧 GAS Ra	nte: Residential Gas Service
Basic Service Charge	13.50
Gas Distribution Charge (\$0.26419 x 46	12.15
Gas Supply Component (\$0.49951 x 46	ccf) 22.98
Weather Normalization Adjustment (\$0.	26419 x 6.093 ccf) 1.61
Gas DSM (\$0.01311 x 46 ccf)	0.60
Gas Line Tracker	2.53
Home Energy Assistance Fund Charge	0.25
Total Charges	\$53.62

Please return only this portion with your payment. Make checks payable to LG&E and write your account number on your check.

Amount Due By 5/1/16	\$107.65
After Due Date, Pay This Amount:	\$110.91
Winterhelp Donation:	
Total Amount Enclosed:	



Account # **3000-5555-5555** Service Address: 100 Cassidy Ln

JOHN SMITH 100 CASSIDY LN LOUISVILLE, KY 40229-1000

#926190005 1#

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DATE OF ISSUE: XXXX, 2017

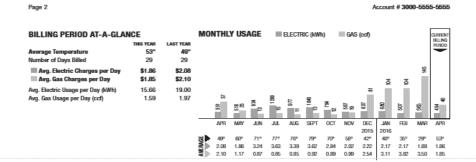
DATE EFFECTIVE: April 29, 2016

**ISSUED BY:** 

/s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 104.3

# **TERMS AND CONDITIONS Bill Format**



### BILLING INFORMATION

Rate Schedules
For a copy of your rate schedule, visit <u>liga-ku.com</u> or call our Customer Service Department.

OFFICE USE ONLY: MRU09831700, G000000 P200.00 PF:N eB:E

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: April 29, 2016

**ISSUED BY:** /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

P.S.C. Electric No. 11, Original Sheet No. 105

### TERMS AND CONDITIONS

### **Discontinuance of Service**

In accordance with and subject to the rules and regulations of the Public Service Commission of Kentucky, Company shall have the right to refuse or discontinue service to 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 Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed or otherwise delivered, including, but not limited to, electronic mail, to Customer's 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 Customer or Applicant refuses or neglects to provide reasonable access and/or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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 Applicant or Customer is indebted to 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 Applicant or Customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 15(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which 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 Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 15(1)(f). Final Bills transferred following a

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P.S.C. Electric No. 11, Original Sheet No. 105.1

### TERMS AND CONDITIONS

### **Discontinuance of Service**

lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by Customer; (2) Customer and 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. 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.

Service will not be supplied or continued to any premises if at the time of application for service Applicant is merely acting as an agent of a person or former customer who is indebted to 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 Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- H. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from Customer's original bill. Cut-off may be effected not less than twenty-seven (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 thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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 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 Customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for such discontinuance of service and of Customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. 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.

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P.S.C. Electric No. 11, Original Sheet No. 105.2

### **TERMS AND CONDITIONS**

### **Discontinuance of Service**

Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered, and assessment of the charges under the Unauthorized Reconnect Charge provision of Special Charges incurred by reason of the fraudulent use.

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When service has been discontinued for any of the above reasons, 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 Company.

Company may defer written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail), based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

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P.S.C. Electric No. 11, Original Sheet No. 106

### **TERMS AND CONDITIONS**

### Line Extension Plan

### A. AVAILABILITY

In all territory served by where Company does not have existing facilities to meet Customer's electric service needs.

### **B. DEFINITIONS**

- 1) "Company" shall mean Louisville Gas and Electric Company.
- 2) "Customer" shall mean the applicant for service. When more than one electric service is requested by an applicant on the same extension, such request shall be considered one customer under this plan when the additional service request(s) is only for incidental or minor convenience loads or when the applicant for service is the developer of a subdivision.
- 3) "Line Extension" shall mean the single phase facilities required to serve Customer by the shortest route most convenient to Company from the nearest existing adequate Company facilities to Customer's delivery point, approved by Company, and excluding transformers, service drop, and meters, if required and normally provided to like customers.
- 4) "Permanent Service" shall mean service contracted for under the terms of the applicable rate schedule but not less than one year and where the intended use is not seasonal, intermittent, or speculative in nature.
- 5) "Commission" shall mean the Public Service Commission of Kentucky.

### C. GENERAL

- All extensions of service will be made through the use of overhead facilities except as provided in these rules.
- Customer requesting service which requires an extension(s) shall furnish to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property to be served.
- 3) Customer requesting extension of service into a subdivision, subject to the jurisdiction of a public commission, board, committee, or other agency with authority to zone or otherwise regulate land use in the area and require a plat (or Plan) of the subdivision, Customer shall furnish, at no cost, Company with the plat (or plan) showing street and lot locations with utility easement and required restrictions. Plats (or plans) supplied shall have received final approval of the regulating body and recorded in the office of the appropriate County Court Clerk when required. Should no regulating body exist for the area into which service is to be extended, Customer shall furnish Company the required easement.
- The title to all extensions, rights-of way, permits, and easements shall be and remain with Company.

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P.S.C. Electric No. 11, Original Sheet No. 106.1

### **TERMS AND CONDITIONS**

### Line Extension Plan

# C. GENERAL (continued)

- 5) Customer must agree in writing to take service when the extension is completed and have Customer's building or other permanent facility wired and ready for connection.
- 6) Nothing herein shall be construed as preventing Company from making electric line extensions under more favorable terms than herein prescribed provided the potential revenue is of such amount and permanency as to warrant such terms and render economically feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.
- 7) Company may require a non-refundable deposit in cases where Customer does not have a real need or in cases where the estimated revenue does not justify the investment.
- 8) The Company shall not be obligated to extend its lines in cases where such extensions, in the good judgment of Company, would be infeasible, impractical, or contrary to good engineering or operating practice, unless otherwise ordered by Commission.

### D. NORMAL LINE EXTENSIONS

- In accordance with 807 KAR 5:041, Section 11(1), Company will provide, at no cost, a line extension of up to 1,000 feet to Customer requesting permanent service where the installed transformer capacity does not exceed 25kVA.
- 2) Where Customer requires poly-phase service or transformer capacity in excess of 25kVA and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ 1 above.

### **E. OTHER LINE EXTENSIONS**

- In accordance with 807 KAR 5:041, Section 11(2), Company shall provide to Customer requesting permanent service a line extension in excess of 1,000 feet per customer but Company may require the total cost of the footage in excess of 1,000 feet per customer, based on the average cost per foot of the total extension, be deposited with Company by Customer.
- 2) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension less the length of the lateral or extension for each additional customer connected during that year by a lateral or extension to the original extension for which the deposit was made.
- 4) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.

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### **TERMS AND CONDITIONS**

### Line Extension Plan

### E. OTHER LINE EXTENSIONS (continued)

5) Where Customer requires poly-phase service or transformer capacity above 25kVA per customer and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in OTHER LINE EXTENSIONS ¶ 1 above.

### F. OVERHEAD LINE EXTENSIONS FOR SUBDIVISIONS

- In accordance with 807 KAR 5:041, Section 11(3), Customer desiring service extended for and through a subdivision may be required by Company to deposit the total cost of the extension.
- 2) Each year for ten (10) years Company shall refund to Customer, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

### **G. MOBILE HOME LINE EXTENSIONS**

- Company will make line extensions for service to mobile homes in accordance with 807 KAR 5:041, Section 12, and Commission's Orders.
- Company shall provide, at no cost, a line extension of up to 300 feet to Customer requesting permanent service for a mobile home.
- 3) Company shall provide to Customer requesting permanent service for a mobile home a line extension in excess of 300 feet and up to 1,000 feet but Company may require the total cost of the footage in excess of 300 feet, based on the average cost per foot of the total extension, be deposited with Company by Customer. Beyond 1,000 feet the policies set forth in OTHER LINE EXTENSIONS shall apply.
- 4) Each year for four (4) years Company shall refund to Customer equal amounts of the deposit for the extension from 300 feet to 1,000 feet.
- 5) If service is disconnected for sixty (60) days, if the original mobile home is removed and not replaced by another mobile home or a permanent structure in sixty (60) days, the remainder of the deposit is forfeited.
- 6) No refund will be made except to the original customer.

# H. UNDERGROUND LINE EXTENSIONS

### General

 Company will make underground line extensions for service to new residential customers and subdivisions in accordance with 807 KAR 5:041, Section 21.

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### TERMS AND CONDITIONS

### Line Extension Plan

### H. UNDERGROUND EXTENSIONS

### General (continued

- 2) In order that Company may make timely provision for materials, and supplies, Company may require Customer to execute a contract for an underground extension under these Terms and Conditions with Company at least six (6) months prior to the anticipated date service is needed and Company may require Customer to deposit with Company at least 10% of any amounts due under the contract at the time of execution. Customer shall deposit the balance of any amounts due under the contract with Company prior to ordering materials or commencement of actual construction by Company of facilities covered by the contract.
- 3) Customer shall give Company at least 120 days written notice prior to the anticipated date service is needed and Company will undertake to complete installation of its facilities at least thirty (30) days prior to that date. However, nothing herein shall be interpreted to require Company to extend service to portions of subdivisions not under active development.
- 4) At Company's discretion, Customer may perform a work contribution, to Company's specifications, including but not limited to conduit, setting pads, or any required trenching and backfilling, and Company shall credit amounts due from Customer for underground service by Company's estimated cost for such work contribution.
- 5) Customer will provide, own, operate and maintain all electric facilities on Customer's side of the point of delivery including the service and with the exception of Company's meter.
- 6) The normal point of delivery shall be at a junction device at the corner of the lot nearest Company's facilities. Customer shall bring Customer's service line to a point within 1 1/2 feet of the junction device with a sufficient length of service conductor left coiled above grade for completion of installation and connection by Company.
- 7) In consideration of Customer's underground service, Company shall credit any amounts due under the contract for each service at the rate of \$50.00 or Company's average estimated installed cost for an overhead service whichever is greater.
- 8) Unit charges, where specified herein, are determined from Company's estimate of Company's average unit cost of such construction and the estimated cost differential between underground and overhead distribution systems in representative residential subdivisions.
- 9) Three phase primary required to supply either individual loads or the local distribution system may be overhead unless Customer chooses underground construction and deposits with Company a non-refundable deposit for the cost differential.

### **Individual Premises**

Within the City of Louisville underground district or in those cases where Company's
engineering or operating convenience requires the construction of an underground extension
to an individual premise, the excess of the cost of an underground extension over that of an
overhead extension will be at no cost.

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### **TERMS AND CONDITIONS**

### **Line Extension Plan**

### H. UNDERGROUND EXTENSIONS

Individual Premises (continued)

2) In cases other than those specified in 1) above, where Customer requests and Company agrees to supply underground service to an individual premise, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

# **Medium Density Subdivisions**

- A medium density residential subdivision is defined as containing ten or more lots for the construction of new residential buildings each designed for less than five (5)-family occupancy.
- 2) Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount determined by a unit charge of \$7.87, per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- 3) The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension. Where Customer is required to provide trenching and backfilling, advance will be the Company's full estimate cost of construction. Where Customer is required to deposit with the Company a non-refundable advance in place of trenching and backfilling, advance will be determined by a unit charge of \$22.77 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- Each year for ten (10) years Company shall refund to Customer an amount determined as follows:
  - Where customer is required to provide trenching and backfilling, a refund of \$5,000 for each customer connected during that year.
  - b. Where customer is required to provide a non-refundable advance, 500 times the difference in the unit charge advance amount in 3) and the non-refundable unit charge advance in 2) for each customer connected during that year.
- 5) In no case shall the refunds provided for herein exceed the amounts deposited less any non-refundable charges applicable to the project nor shall any refund be made after a tenyear refund period ends.

# **High Density Subdivisions**

A high density residential subdivision is defined as building complexes consisting of two
or more buildings each not more than three stories above grade and each designed for
five (5) or more family occupancy.

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### **TERMS AND CONDITIONS**

### Line Extension Plan

### H. UNDERGROUND EXTENSIONS

High Density Subdivisions (continued)

- 2) Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.
- The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension.
  - i. Company shall refund to Customer any amounts due when permanent service is provided by Company to twenty (20%) percent of the family units in Customer's project.
  - iii. In no case shall the refunds provided for herein exceed the amounts deposited less any non-refundable charges applicable to the project nor shall any refund be made after a tenyear refund period ends.

### Other Underground Subdivisions

In cases where a particular residential subdivision does not meet the conditions provided for above, Customer requests and Company agrees to supply underground service, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

### I. SPECIAL CASES

- 1) Where Customer requests service that is seasonal, intermittent, speculative in nature, at voltages of 34.5kV or greater, or where the facilities requested by Customer do not meet the Terms and Conditions outlines in previous sections of LINE EXTENSION PLAN and the anticipated revenues do not justify the Company's installing facilities required to meet Customer's needs, Company may request that Customer deposit with Company a refundable amount to justify Company's investment.
- 2) Each year for ten (10) years, Company shall refund to Customer, an amount calculated by:
  - a. Adding the sum of Customer's annual base rate monthly electric demand billing for that year to the sum of the annual base rate monthly electric demand billing of the monthly electric billing for that year of any customer(s), who connects directly to the facilities provided for in this agreement and requiring no further investment by Company
  - times the refundable amount divided by the estimated total ten-year base rate electric demand billing required to justify the investment.
- 3) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

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### **TERMS AND CONDITIONS**

### **Energy Curtailment and Service Restoration Procedures**

### **PURPOSE**

To provide procedures for reducing the consumption of electric energy on the Louisville Gas and Electric Company ("Company") system in the event of a capacity shortage and to restore service following an outage. Notwithstanding any provisions of these Energy Curtailment and Service Restoration Procedures, Company shall have the right to take whatever steps, with or without notice and without liability on Company's part, that Company believes necessary, in whatever order consistent with good utility practices and not on an unduly discriminatory basis, to preserve system integrity and to prevent the collapse of Company's electric system or interconnected electric network or to restore service following an outage. Such actions will be taken giving priority to maintaining service to Company's retail and full requirements customers relative to other sales whenever feasible and as allowed by law.

### **ENERGY CURTAILMENT PROCEDURE**

### **PRIORITY LEVELS**

For the purpose of these procedures, the following Priority Levels have been established:

- I. Essential Health and Safety Uses -- to be given special consideration in these procedures shall, insofar as the situation permits, include the following types of use
- A. "Hospitals", which shall be limited to institutions providing medical care to patients.
- B. "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
- C. "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons.
- D. "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.
- E. "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations, and operation of state and local emergency services.
- F. "Water and Sewage Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.

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### **TERMS AND CONDITIONS**

### **Energy Curtailment and Service Restoration Procedures**

### PRIORITY LEVELS (continued)

G. "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services. These uses shall include essential street, highway and signallighting services.

Although, when practical, these types of uses will be given special consideration when implementing the manual load-shedding provisions of this program, any customer may be affected by rotating or unplanned outages and should install emergency generation equipment if continuity of service is essential. Where the emergency is system-wide in nature, consideration will be given to the use of rotating outages as operationally practicable. In case of customers supplied from two utility sources, only one source will be given special consideration. Also, any other customers who, in their opinion, have critical equipment should install emergency generation equipment.

Company maintains lists of customers with life support equipment and other critical needs for the purpose of curtailments and service restorations. Company, lacking knowledge of changes that may occur at any time in Customer's equipment, operation, and backup resources, does not assume the responsibility of identifying customers with priority needs. It shall, therefore, be Customer's responsibility to notify Company if Customer has critical needs.

- II. Critical Commercial and Industrial Uses -- Except as described in Section III below, these uses shall include commercial or industrial operations requiring regimented shutdowns to prevent conditions hazardous to the general population, and to energy utilities and their support facilities critical to the production, transportation, and distribution of service to the general population. Company shall maintain a list of such customers for the purpose of curtailments and service restoration.
- III Residential Use -- The priority of residential use during certain weather conditions (for example severe winter weather) will receive precedence over critical commercial and industrial uses. The availability of Company service personnel and the circumstances associated with the outage will also be considered in the restoration of service.
- IV. Non-critical commercial and industrial uses.
- V. Nonessential Uses -- The following and similar types of uses of electric energy shall be considered nonessential for all customers:

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### **TERMS AND CONDITIONS**

### **Energy Curtailment and Service Restoration Procedures**

# PRIORITY LEVELS (continued)

- A. Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
- B. General interior lighting levels greater than minimum functional levels.
- C. Show-window and display lighting.
- D. Parking-lot lighting above minimum functional levels.
- E. Energy use to lower the temperature below 78 degrees during operation of cooling equipment and above 65 degrees during operation of heating equipment.
- F. Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.
- G. Energy use greater than that which is the minimum required for lighting, heating, or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

Non-jurisdictional customers will be treated in a manner consistent with the curtailment procedures contained in the service agreement between the parties or the applicable tariff.

# **CURTAILMENT PROCEDURES**

In the event Company's load exceeds internal generation, transmission, or distribution capacity, or other system disturbances exist, and internal efforts have failed to alleviate the problem, including emergency energy purchases, the following steps may be taken, individually or in combination, in the order necessary as time permits:

- Customers having their own internal generation capacity will be curtailed, and customers on curtailable contracts will be curtailed for the maximum hours and load allowable under their contract. Nothing in this procedure shall limit Company's rights under the Curtailable Service Rider tariff.
- 2. Power output will be maximized at Company's generating units.
- 3. Company use of energy at its generating stations will be reduced to a minimum.

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### **TERMS AND CONDITIONS**

### **Energy Curtailment and Service Restoration Procedures**

# **CURTAILMENT PROCEDURES** (continued)

- 4. Company's use of electric energy in the operation of its offices and other facilities will be reduced to a minimum.
- 5. The Kentucky Public Service Commission will be advised of the situation.
- An appeal will be made to customers through the news media and/or personal contact to voluntarily curtail as much load as possible. The appeal will emphasize the defined priority levels as set forth above.
- 7. Customers will be advised through the use of the news media and personal contact that load interruption is imminent.
- 8. Implement procedures for interruption of selected distribution circuits.

### SERVICE RESTORATION PROCEDURES

Where practical, priority uses will be considered in restoring service and service will be restored in the order I through IV as defined under PRIORITY LEVELS. However, because of the varieties of unpredictable circumstances which may exist or precipitate outages, it may be necessary to balance specific individual needs with infrastructure needs that affect a larger population. When practical, Company will attempt to provide estimates of repair times to aid customers in assessing the need for alternative power sources and temporary relocations.

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# Stipulation Exhibit 9 LG&E Gas Tariffs

P.S.C. Gas No. 11 Canceling P.S.C. Gas No. 10

# **Louisville Gas and Electric Company**

220 West Main Street Louisville, Kentucky www.lge-ku.com

Rates, Terms and Conditions for Furnishing

# **NATURAL GAS SERVICE**

In the seventeen counties of the Louisville, Kentucky, metropolitan area as depicted on territorial maps as filed with the

# PUBLIC SERVICE COMMISSION OF KENTUCKY

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P.S.C. Gas No. 11, Original Sheet No. 1

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/s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

P.S.C. Gas No. 11, Original Sheet No. 1.1

# GENERAL INDEX Standard Gas Rate Schedules – Terms and Conditions

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DATE EFFECTIVE: September 23, 2015

ISSUED BY:

/s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

P.S.C. Gas No. 11, Original Sheet No. 5

Standard Rate

RGS Residential Gas Service

### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Applicable to firm natural gas sales service to residential customers for all domestic purposes in private residences, single occupancy apartments, and common-use areas of multi-purpose occupancy buildings when supplied at a single point of delivery and where distribution mains are adjacent to the premises to be served. Such customers also include tenants billed for natural gas consumption or use by other tenants at the same premises that are metered separately.

The term "residential" customers shall include customers using gas in a single-family residential dwelling or unit for space-heating, air conditioning, cooking, water-heating, incineration, refrigeration, laundry drying, lighting, incidental heating, personal vehicle fueling, or other domestic purposes, including the use of gas in standby electric generation in domestic applications. If an additional separate point of delivery is requested by a residential customer to provide gas for use in standby electric generation, customer shall be served under Standard Rate DGGS. Company shall not be obligated to install an additional service to a residential customer for the purpose of the customer installing equipment for either electric standby generation or personal vehicle fueling.

All existing and future installations of equipment for the purpose of providing gas for use in standby electric generation or personal vehicle fueling shall be reported by the Customer (or the Customer's Representative) to the Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Company's Terms and Conditions. Additionally, service for gas for use in standby electric generation and personal vehicle fueling shall be subject to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other Customers.

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### RATE

Basic Service Charge per month:

\$16.35 per delivery point

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Plus a Distribution Charge per 100 cubic feet:

\$ 0.36551

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P.S.C. Gas No. 11, Original Sheet No. 5.1

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### Standard Rate

### RGS **Residential Gas Service**

# ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Gas Line Tracker	Sheet No. 84
Gas Supply Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Weather Normalization Adjustment	Sheet No. 88
Franchise Fee and Local Tax	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92

### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice.

### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. Gas No. 11, Original Sheet No. 9

Standard Rate

# VFD Volunteer Fire Department Service

# **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Available, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. Service under this rate schedule is at the option of the customer with the customer determining whether service will be provided under this schedule or any other schedule applicable to this load. If an additional separate point of delivery is requested by a volunteer fire department qualifying for aid under KRS 95A.262 to provide gas for use in standby electric generation, customer shall be served under Standard Rate DGGS.

All existing and future installations of equipment for the purpose of providing gas for use in standby electric generation or personal vehicle fueling shall be reported by the Customer (or the Customer's Representative) to the Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Company's Terms and Conditions. Additionally, service for gas for use in standby electric generation and personal vehicle fueling shall be subject to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other Customers.

### DEFINITION

To be eligible for this rate a volunteer fire department is defined as:

- ) having at least 12 members and a chief,
- 2) having at least one fire fighting apparatus, and
- 3) half the members must be volunteers.

### RATE

Basic Service Charge per month:

\$16.35 per delivery point T/L - {

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Plus a Distribution Charge per 100 cubic feet:

\$ 0.36551

L - Deleted: 25385

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### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Gas Line Tracker	Sheet No. 84
Gas Supply Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Weather Normalization Adjustment	Sheet No. 88
Franchise Fee and Local Tax	Sheet No. 90
School Tax	Sheet No. 91

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P.S.C. Gas No. 11, Original Sheet No. 9.1

Standard Rate

VFD

**Volunteer Fire Department Service** 

### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

### **LATE PAYMENT CHARGE**

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. Gas No. 11, Original Sheet No. 10

Standard Rate

CGS

### Firm Commercial Gas Service

### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Applicable to firm natural gas sales service to customers engaged in commercial activities such as apartment buildings, rooming and boarding dwellings, residential hotels, multi-family row housing, duplexes, other situations where gas is supplied to consumers in two or more dwelling units designed for the primary purposes of residences, and other commercial activities when supplied at a single point of delivery and where distribution mains are adjacent to the premises to be served.

Combination commercial and residential accounts shall be considered commercial if usage for commercial purposes is half or more than half of the total service over the course of a year.

The term "commercial" customers shall include customers using gas in activities related to warehousing, distributing, or selling commodities, providing professional services, wholesale and retail stores, offices, office buildings, hotels, retail bakeries, hospitals, schools, churches, religious or charitable institutions, governmental agencies, other institutions or the like (including local, state, and federal governmental agencies) and for uses other than those involved in manufacturing. Applications related to the use of gas in standby or other electric generation in commercial applications shall not be served under this rate schedule unless (1) such facilities were installed and operating under this Standard Rate CGS before ninety (90) days after August 1, 2010, or (2) such facilities have a total connected load of less than 2,000 cubic feet per hour and are not for the generation of electricity for further distribution, for sale in the open market, or for any purpose other than to provide Customer with standby electric supplies during emergency situations.

All existing and future installations of equipment for the purpose of providing gas for use in standby electric generation shall be reported by the Customer (or the Customer's Representative) to the Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Company's Terms and Condition. Additionally, service for gas for use in standby electric generation shall be subject to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other Customers.

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGS shall not be permitted.

This schedule is also applicable to natural gas service for street lighting to such entities as certificated homeowners associations, businesses, and local, state, and federal governmental agencies.

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P.S.C. Gas No. 11, Original Sheet No. 10.1

Standard Rate

CGS

Firm Commercial Gas Service

**RATE** 

Basic Service Charge per month: If all of the customer's meters have a capacity < 5000 cf/hr:

\$ 60.00 per delivery point

If any of the customer's meters

have a capacity ≥ 5000 cf/hr:

\$285.00 per delivery point

Plus a Distribution Charge per 100 cubic feet:

\$ 0.<u>25335</u>,

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Off-Peak Pricing Provision:

The Distribution Charge applicable to monthly usage in excess of 100,000 cubic feet shall be T reduced by \$0.05 per 100 cubic feet during the seven off-peak billing periods of April through October. The first 100,000 cubic feet per month during such period shall be billed at the rate set forth above.

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Gas Line Tracker	Sheet No. 84
Gas Supply Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Weather Normalization Adjustment	Sheet No. 88
Franchise Fee and Local Tax	Sheet No. 90
School Tax	Sheet No. 91

### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. Gas No. 11, Original Sheet No. 15

Standard Rate

IGS Firm Industrial Gas Service

### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Applicable to firm natural gas sales service to customers engaged in industrial activities that involve manufacturing or other activities that process, create or change raw or unfinished materials into another form or product when supplied at a single point of delivery and where distribution mains are adjacent to the premises to be served.

Combination industrial and commercial accounts shall be considered industrial if usage for industrial purposes is half or more than half of the total service over the course of a year.

The term "industrial" customers shall include customers involved in activities using gas primarily in a process or processes which either involve the extraction of raw materials from the earth, or a change of raw or unfinished materials into another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling, asphalt production, vehicular fueling of internal combustion engines, and for other similar uses. Customers using natural gas for vehicular fueling of internal combustion engines must also elect service under Rider NGV. Applications related to the use of gas in standby or other electric generation in industrial applications shall not be served under this rate schedule unless (1) such facilities were installed and operating under this Standard Rate IGS before ninety (90) days after August 1, 2010, or (2) such facilities have a total connected load of less than 2,000 cubic feet per hour and are not for the generation of electricity for further distribution, for sale in the open market, or for any purpose other than to provide Customer with standby electric supplies during emergency situations.

All existing and future installations of equipment for the purpose of providing gas for use in standby electric generation shall be reported by the Customer (or the Customer's Representative) to the Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in the Customer Responsibilities section of the Company's Terms and Conditions. Additionally, Service for gas for use in standby electric generation shall be subject to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other Customers.

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGS shall not be permitted.

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P.S.C. Gas No. 11, Original Sheet No. 15.1

Standard Rate	IGS	
	Firm Industrial Gas Service	

### **RATE**

Basic Service Charge per month:

If all of the customer's meters
have a capacity < 5000 cf/hr:

\$ 165.00 per delivery point

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If any of the customer's meters

have a capacity ≥ 5000 cf/hr: \$750.00 per delivery point

Plus a Distribution Charge per 100 cubic feet: \$ 0.21929

### Off-Peak Pricing Provision:

The Distribution Charge applicable to monthly usage in excess of 100,000 cubic feet shall be reduced by \$0.05 per 100 cubic feet during the seven off-peak billing periods of April through October. The first 100,000 cubic feet per month during such period shall be billed at the rate set forth above.

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Gas Line Tracker	Sheet No. 84	
Gas Supply Clause	Sheet No. 85	Т
Demand Side Management Cost Recovery Mechanism	Sheet No. 86	
Franchise Fee and Local Tax	Sheet No. 90	
School Tax	Sheet No. 91	

### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

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P.S.C. Gas No. 11, Original Sheet No. 15.2

**Standard Rate** 

IGS

Firm Industrial Gas Service

### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

# **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto.

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P.S.C. Gas No. 11, Original Sheet No. 20

Standard Rate

AAGS As-Available Gas Service

### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

This rate schedule is designed to make available to commercial and industrial customers quantities of natural gas that Company may from time to time have available for sale without impairment of service to customers served under other higher priority rate schedules, and which can be supplied from Company's existing distribution system, subject to the provisions of this rate schedule.

This rate shall not be available for gas loads which are predominantly space heating in character. In order to ensure that this rate schedule shall not be available for loads which are predominantly space heating in character and which do not consume substantial quantities of gas throughout the year, customers served hereunder shall be required to consume, when gas is available, at least 50 Mcf each day during each billing cycle at each individual delivery point.

Customers served under Rate G-6 and Rate G-7 as of the first effective date of this Rate AAGS shall have the right to elect service under Rate AAGS, Rate CGS, or Rate IGS. Such Customers that elect to transfer from either Rate G-6 or Rate G-7 to service under Rate AAGS may do so without complying with the requirement set forth above that customers served hereunder shall be required to consume, when gas is available, at least 50 Mcf each day during each billing cycle at each individual delivery point. Customers not electing service under either Rate CGS or Rate IGS shall receive service hereunder upon the first effective date hereof, irrespective of the November 1 start-date set forth in "Contract-Term" below.

### COMPANY NOT OBLIGATED TO CONTINUE SERVICE

Company shall have the right to discontinue the supply of natural gas wholly or in part for such period or periods as, in the sole judgment of Company, may be necessary or advisable to enable it to supply the full gas requirements of its customers served under higher priority rate schedules. Nothing herein shall prevent Company from expanding its obligations under such other rate schedules. Company may decline to accept any additional contracts for service hereunder.

# CONTRACT TERM

Customers served under Rate AAGS shall enter a written contract with Company more fully described in the Special Terms and Conditions of this rate schedule. The minimum contract term for service hereunder shall be for a period of at least one (1) year and shall commence on

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P.S.C. Gas No. 11, Original Sheet No. 20.1

### Standard Rate

### **AAGS** As-Available Gas Service

### **CONTRACT TERM** (continued)

November 1 and be effective through the following October 31, and year to year thereafter, unless terminated by either Company or Customer upon prior written notice on or before the April 30 preceding the October 31 termination date.

Any customer served under Rate CGS or Rate IGS shall provide notice to Company by April 30 of its request for service to be effective commencing on the following November 1.

### **RATE**

Basic Service Charge per month: \$500.00 per delivery point T/I Plus a Distribution Charge per Mcf: T/I \$1.0644

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Gas Line Tracker	Sheet No. 84	
Gas Supply Clause	Sheet No. 85	Т
Demand Side Management Cost Recovery Mechanism	Sheet No. 86	
Franchise Fee and Local Tax	Sheet No. 90	
School Tax	Sheet No. 91	

### PENALTY FOR FAILURE TO INTERRUPT

Company shall have the right to interrupt sales service under this rate schedule upon eighteen (18) hours' prior notice. Provision of oral notice by telephone to Customer shall be deemed proper notice of interruption of service under this rate schedule.

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P.S.C. Gas No. 11, Original Sheet No. 20.2

Standard Rate

### AAGS As-Available Gas Service

# PENALTY FOR FAILURE TO INTERRUPT (continued)

In addition to the charges set forth above, if the Customer fails to discontinue the consumption of natural gas at its facility at the conclusion of the eighteen- (18-) hour notice period, Company may charge the Customer the following penalty for each Mcf used during the period of interruption in addition to any other remedy available to Company, including, but not limited to, immediate termination of service under this rate schedule, irrespective of the provisions set forth on "Contract Term", and immediate transfer by Company to either Rate CGS or Rate IGS, as applicable.

Customer shall be charged a per Mcf penalty charge applicable to any unauthorized takes of gas during the period of interruption (excluding Pilot Light Requirements where applicable) equal to \$15.00 plus the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the period of interruption that falls into each monthly billing cycle, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the period of interruption that falls into each monthly billing cycle. Such penalty for failure to interrupt shall be in addition to any other charges under this rate schedule for such unauthorized usage by Customer that occurs following the conclusion of the eighteen- (18-) hour notice of interruption by Company to Customer.

Company shall not be required to provide service under this rate schedule for any Customer that does not comply with the terms or conditions of this rate schedule. Payment of penalty charges hereunder shall not be considered an exclusive remedy for failure to comply with the notice of interruption, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

# SPECIAL TERMS AND CONDITIONS

 Service under this rate schedule will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.

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Service shall be supplied hereunder only at such times and in such volumes as Company, in its sole judgment, determines that gas is available for such service without impairment of service supplied under other rate schedules.

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3. Each customer served hereunder shall be required to enter into a written contract specifying, among other things, realistic monthly requirements for gas under this rate schedule. Such volumes shall be used as the basis for apportionment of gas when the total customer requirements exceed the quantity of gas available for service hereunder.

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P.S.C. Gas No. 11, Original Sheet No. 20.3

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Standard Rate

### AAGS As-Available Gas Service

### SPECIAL TERMS AND CONDITIONS (continued)

- 4. The customer shall contract under this rate schedule for a specified quantity of gas stated in terms of maximum required deliveries in Mcf per day. On no day shall Company be obligated to supply gas in excess of such contract quantity. In no case will Company be obligated to supply gas to Customer at greater volumes and greater rates of flow than those historically delivered by Company to Customer.
- 5. Customer shall discontinue taking service upon applicable notice by Company to do so.
- No gas service whatsoever to Customer's equipment or process served hereunder shall be supplied or permitted to be taken under any other of Company's gas rate schedules during periods of interruption.
- 7. Upon commencement of service hereunder, Customer shall be required to certify that Customer's alternate fuel facilities are operational and alternate fuel is on site and capable of use. Company may, at its discretion, verify such certification through physical inspection of Customer's facility. In the event that Customer does not have alternate fuel facilities, Customer shall certify that the processes which utilize gas delivered hereunder are capable of complete discontinuance of natural gas use. Company may request Customer to verify either of the foregoing alternatives on an annual basis on or before October 1 of each year. Failure of Customer to annually certify either of the above alternatives shall result, in the sole discretion of Company, in immediate termination of service under this rate schedule and the immediate transfer to the appropriate firm sales rate schedule, either Rate CGS or Rate IGS.
- 8. Service hereunder must be supplied through a separate meter and physically isolated from any other service provided by Company under other rate schedules.
- Company shall not be obligated to install or construct any facilities (other than necessary meters and regulators) in order to provide service hereunder.
- 10. Any Customer contracting for service hereunder, other than a Customer transferring from either Rate G-6 or Rate G-7 as stipulated above, may be required, in the sole discretion of Company, either prior to electing service hereunder or at any time thereafter, to have appropriate remote metering devices. The remote metering devices allow Company to monitor the Customer's usage and determine compliance with notice of interruption of service hereunder. The Customer shall reimburse Company for the cost of the remote metering equipment, for any modifications to Company facilities, and for the replacement of any existing meters required in order to facilitate the functioning of the remote metering.

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P.S.C. Gas No. 11, Original Sheet No. 20.4

Standard Rate

### AAGS As-Available Gas Service

### SPECIAL TERMS AND CONDITIONS (continued)

Any Customer required to have remote metering as described above shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering.

Any Customer required to have remote metering shall be responsible for providing the necessary and adequate electric and telephone service to provide this metering within thirty (30) days of Company's notice to Customer that such remote metering shall be required. Electric and telephone services installed for this equipment shall conform to Company's specifications. The Customer shall be responsible for maintaining the necessary and adequate electric and telephone service to provide such remote metering.

### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

# LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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P.S.C. Gas No. 11, Original Sheet No. 21

Standard Rate

### SGSS **Substitute Gas Sales Service**

### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Service under this rate schedule is required for any commercial or industrial customer that is physically connected to the facilities of any other provider of natural gas, bio-gas, native gas, methane, or other gaseous fuels, such other providers to include, but not be limited to, another natural gas local distribution company, public, private, or municipal; a producer, gatherer, or transmitter of natural gas; an interstate or intrastate natural gas pipeline; or any other entity (including the Customer itself acting in any one or more of these roles) that provides natural gas or natural gas service to residential, commercial, industrial, public authority, or any other type of customers which might otherwise receive natural gas from Company. In the event that such Customer desires to continue to receive natural gas service from Company and/or declines to allow Company to remove Company's facilities hitherto used to provide natural gas service to Customer, then Customer shall be obligated to take service under Rate SGSS.

Company shall not be obligated to make modifications or additions to its gas system to serve loads under this rate schedule.

Company may decline to serve customers using gas to generate electricity in standby or other applications under this rate schedule.

Customers shall be classified as commercial or industrial in accordance with the definitions set forth in either Rate CGS or Rate IGS, as applicable to customer's primary gas use.

### **RATE**

For commercial customers, the following charges shall apply:

Basic Service Charge per month: \$285.00 per delivery point

Plus a Demand Charge: \$6.0472 per Mcf of Monthly Billing Demand

Plus a Distribution Charge: \$0.3633, per Mcf delivered Deleted: 3767

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P.S.C. Gas No. 11, Original Sheet No. 21.1

Standard Rate

SGSS Substitute Gas Sales Service

RATE (continued)

For industrial customers, the following charges shall apply:

Basic Service Charge per month: \$750.00 per delivery point

Plus a Demand Charge: \$10.90 per Mcf of Monthly Billing Demand

Plus a Distribution Charge: \$0.2992 per Mcf delivered

#### **MAXIMUM DAILY QUANTITY**

Company shall provide firm natural gas sales service to Customer at a single Point of Delivery up to the Maximum Daily Quantity ("MDQ"). The MDQ for any Customer taking service under this rate schedule when it first becomes effective will be 70% of the highest daily volume projected by Company for the Customer in the forecasted test year used by Company in Case No. 2016-00371. For all other Customers taking service under this rate schedule, Customer and Company may mutually agree to establish the level of the MDQ; provided, however, that in the event that Customer and Company cannot agree upon the MDQ, then the level of the MDQ shall be equal to 70% of the highest daily volume used by Customer during the twelve (12) months prior to the date that Customer began receiving natural gas from another supplier with which Customer is physically connected; in the event that such daily gas usage is not available, then the MDQ shall be equal to 70% of the Customer's average daily use for the highest month's gas use in the twelve (12) months prior to the date that Customer began receiving natural gas from another supplier with which Customer is physically connected; in no case shall the MDQ be greater than 5,000 Mcf/day.

Service by Company to Customer in excess of the MDQ shall be provided by Company on an interruptible basis. The maximum hourly volume that Company shall be obligated to deliver to Customer shall not exceed 1/16th of the MDQ.

### MONTHLY BILLING DEMAND

The Monthly Billing Demand shall be the greater of (1) the MDQ, (2) the highest daily volume of gas delivered during the current month, or (3) 70% of the highest daily volume of gas delivered during the previous eleven (11) monthly billing periods. The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by the Pipeline Transporter as adjusted for local time.

Regardless of the Monthly Billing Demand established by Customer, Company's obligation to provide firm natural gas sales service up to the MDQ shall be limited to the MDQ.

### MINIMUM CHARGE

The minimum monthly bill shall be equal to all of the charges under this rate schedule, including, but not limited to, the basic service charge, the monthly demand charge, any volumetric charges, and any adjustment clauses.

### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

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P.S.C. Gas No. 11, Original Sheet No. 21.2

### Standard Rate

### SGSS **Substitute Gas Sales Service**

#### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

#### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Gas Line Tracker	Sheet No. 84
Gas Supply Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Franchise Fee and Local Tax	Sheet No. 90
School Tax	Sheet No. 91

#### SPECIAL TERMS AND CONDITIONS

- 1. Service under this rate schedule will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
- 2. Service under this rate schedule shall be performed under a written contract between Customer and Company setting forth specific arrangements as to the MDQ, Delivery Point, delivery pressure, and any other matters relating to individual Customer circumstances.
- 3. On no day shall Company be obligated to supply gas in excess of Customer's MDQ. In order to effectuate Company's obligation, Company may install such remote flow equipment as it determines to be necessary in order to control and limit the amount of gas taken by Customer from Company, such facilities to be installed by Company at Customer's expense.
- 4. Company shall not be obligated to install or construct any facilities (other than necessary meters and regulators) in order to provide service hereunder.
- Any Customer contracting for service hereunder shall be required, prior to commencing service hereunder, to have appropriate remote metering devices. The remote metering devices allow Company to monitor Customer's usage. The Customer shall reimburse Company for the cost of this remote metering equipment and the cost of its installation, including any modifications to Company facilities and the replacement of any existing meters required in order to facilitate the functioning of the remote metering. Company may also install at Customer's expense, any backflow protection devices and/or flow control equipment as may be required in sole discretion of Company. The Customer shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering or other facilities determined to be the

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P.S.C. Gas No. 11, Original Sheet No. 21.3

Standard Rate

### SGSS Substitute Gas Sales Service

### SPECIAL TERMS AND CONDITIONS (continued)

installation and operation of such remote metering or other facilities determined to be necessary by Company. The Customer shall be responsible for providing the necessary and adequate electric and telephone service to provide this metering within thirty (30) days of Company's notice to Customer that such remote metering shall be required. Electric and telephone services installed for this equipment shall conform to Company's specifications. The Customer shall be responsible for maintaining the necessary and adequate electric and telephone service to provide remote metering.

6. Company will have the right to curtail or interrupt the delivery of gas to any Customer hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.

### TERM OF CONTRACT

The minimum term for service hereunder shall be for a period of one (1) year, but Company may require that a contract be executed for a longer initial term when deemed necessary by the size of MDQ or other special circumstances. After the expiration of the primary term, the contract may be terminated by either Company or Customer upon one year's prior written notice.

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P.S.C. Gas No. 11, Original Sheet No. 30

Standard Rate

Firm Transportation Service (Transportation Only)

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available to existing commercial and industrial customers who consume at least 50 Mcf each day at each individual Delivery Point during each month of the twenty-four (24) months prior to the March 31 service request date, have purchased natural gas elsewhere, obtained all requisite authority to transport such gas to Company's system through the system of Company's Pipeline Transporter, and have requested Company to utilize its system to transport, by displacement, such customer-owned gas to Customer's place of utilization. Customers electing to transfer from another service shall notify Company on or before March 31 and execute a contract by April 30 in order to receive service hereunder beginning November 1 of that same year. The Contract Year shall include the twelve monthly billing periods from November 1 through October 31, of the following calendar year. Service under this rate schedule shall be for a term of one (1) year and year to year thereafter. Unless otherwise permitted herein, Customer or Company may terminate service hereunder effective November 1 by giving written notice to the other by the preceding April 30.

For new customers whose historical gas consumption is not available, Company will determine Customer's eligibility for service hereunder based upon data provided by Customer and such other information as may be available to Company. Company may allow such new customers to begin service hereunder prior to the November 1 date specified above for existing customers.

Customers using natural gas for vehicular fueling of internal combustion engines must also elect service under Rider NGV.

Any such transportation service hereunder shall be conditioned on Company being granted a reduction in billing demands by its Pipeline Transporter corresponding to the Customer's applicable transportation quantities.

Transportation service hereunder will be subject to the provisions herein set forth and to the availability of adequate capacity on Company's system to perform such service without detriment to its other customers.

Service under this rate schedule shall not be available to customers with a Maximum Daily Quantity ("MDQ") in excess of 20,000 Mcf/day. In the event that Customer's MDQ exceeds 20,000 Mcf/day, Company may terminate service under this rate schedule upon thirty (30) days prior written notice. Additionally, customers using gas to generate electricity for use other than as standby electric service, irrespective of the size of the Customer's MDQ, are not eligible for service under this rate schedule.

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P.S.C. Gas No. 11, Original Sheet No. 30.1

Standard Rate

FT

### Firm Transportation Service (Transportation Only)

#### CHARACTER OF SERVICE

Transportation service under this rate schedule shall be considered firm from the Receipt Point at Company's interconnection with its Pipeline Transporter ("Receipt Point") to the Delivery Point at the Customer's place of utilization ("Delivery Point"), subject to paragraph 7 of the Special Terms and Conditions.

Due to the physical configuration of Company's system, and in order to maintain system integrity and reliability, unless otherwise permitted or directed by Company in its sole discretion, the Pipeline Transporter shall be Texas Gas Transmission, LLC.

Company's sole obligation hereunder is to redeliver Customer's gas from the Receipt Point to the Delivery Point. Accordingly, Company has no obligation to deliver to the Customer a volume of gas, either daily or monthly, which differs from the volume delivered to Company at the Receipt Point.

Company will provide service to meet imbalances only on an as-available basis. For purposes used herein, "Imbalances" are defined as the difference between the volume of gas delivered by the Customer to the Receipt Point and the volume of gas taken by Customer at the Delivery Point. When Company can provide such service, the Utilization Charge for Daily Imbalances shall apply to daily imbalances in excess of ±5% of the delivered volume of gas as set forth herein. Company shall issue an Operational Flow Order as set forth herein during periods when service cannot be provided to meet daily imbalances.

Customers served under this rate may elect to become a member of an FT Pool pursuant to Rider PS-FT.

## RATE

In addition to any and all charges billed directly to Company by other parties related to the transportation of customer-owned gas, and any other charges set forth herein, the following charges shall apply:

Administrative Charge per month:

\$550.00 per Delivery Point

Plus a Distribution Charge per Mcf:

\$ 0.<u>4455</u>,

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Gas Cost True-Up Charge: The Gas Cost True-Up Charge is applicable only to a former sales Customer that has elected transportation service hereunder. Such Customer shall pay this charge for the first eighteen billing periods that Customer is served under Rate FT. The charge (or credit) per Mcf shall be applied to all volumes delivered by Company pursuant to Rate FT in order to recover from (or refund to) transferring sales customers any under- or over-collected gas costs as reflected

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P.S.C. Gas No. 11, Original Sheet No. 30.2

Standard Rate

FT

### Firm Transportation Service (Transportation Only)

RATE (continued)

in the GCAA, GCBA, and PBRRC components of the Gas Supply Clause ("GSC") applicable to gas sold during those periods when the transferring customer was a sales customer. The Gas Cost True-Up Charge amount shall be revised with each of Company's quarterly Gas Supply Clause filings.

For customers electing service under Rate FT effective November 1, 2015, the Gas Cost True-Up Charge shall be:

\$(0.0131) per Mcf for Bills Rendered On and After February 1, 2017,

For customers electing service under Rate FT effective November 1, 2016, the Gas Cost True-Up Charge shall be:

\$0.0806, per Mcf for Bills Rendered On and After February 1, 2017,

Minimum Daily Threshold Requirement and Charge: When Customer's daily usage falls below the Minimum Daily Threshold Requirement, Customer will be charged a Minimum Daily Threshold Charge equal to the difference between the Minimum Daily Threshold Requirement and the Customer's actual consumption in Mcf for that day multiplied by the Distribution Charge hereunder. The Minimum Daily Threshold Requirement is equal to the minimum daily volume of 50 Mcf. Such Minimum Daily Threshold Charge shall be accumulated for each day of the applicable month and billed during that month in accordance with the following formula:

Minimum Daily Threshold Charge =

(Minimum Daily Threshold minus Customer Usage on Given Day) times the Distribution Charge

Such daily amount shall be accumulated for each day of the month and the total will be applied to Customer's bill.

Payment of the Minimum Daily Threshold Charge is not a remedy for Customer's failure to meet the Minimum Daily Threshold Requirement for service under Rate FT. In the event that Customer does not meet the Minimum Daily Threshold Requirement for one-hundred twenty (120) days during a given Contract Year, service to Customer under Rate FT may be discontinued by Company. Customer will receive thirty (30) days prior written notice that Customer will be removed from Rate FT and returned to firm sales service under either Rate CGS or IGS as applicable.

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### Standard Rate

FT

#### Firm Transportation Service (Transportation Only)

### RATE (continued)

Other: In the event that Customer is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Pipeline Transporter, then Customer shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Gas Line Tracker Sheet No. 84 Demand Side Management Cost Recovery Mechanism Sheet No. 86 Franchise Fee and Local Tax Sheet No. 90 School Tax Sheet No. 91

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

#### **IMBALANCES**

Company will calculate on a daily and monthly basis the Customer's imbalance resulting from the difference between the metered usage of the Customer and the volumes that the Customer has delivered into Company's system. This will be calculated as follows:

Imbalance = Metered Usage - Delivered Volume

Company will also determine the imbalance percentage. This percentage will be calculated as follows:

> (Metered Usage - Delivered Volumes) Imbalance % =

> > **Delivered Volume**

The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by the Pipeline Transporter as adjusted for local time.

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P.S.C. Gas No. 11, Original Sheet No. 30.4

Standard Rate

Firm Transportation Service (Transportation Only)

### **CASH-OUT PROVISION FOR MONTHLY IMBALANCES**

If the monthly imbalance is negative (an over-delivery into Company's system), Company shall purchase the monthly imbalance from Customer at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the lower of the following: either (a) the lowest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the lowest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on the Customer's monthly imbalance percentage to be applied as follows:

When Total Net	The following percentage
Negative Imbalance	shall be multiplied by the
Percentage is:	above-determined amount:
0% to <5%	100%
>5% to <10%	90%
>10% to <15%	80%
>15% to <20%	70%
>20%	60%

If the monthly imbalance is positive (an under-delivery into Company's system), Customer shall purchase the monthly imbalance from Company at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

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Standard Rate

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Firm Transportation Service (Transportation Only)

The appropriate percentage shall be dependent on the Customer's monthly imbalance percentage to be applied as follows:

Positive Imbalance Percentage is:	shall be multiplied by the above-determined amount:		
0% to <u>&lt;</u> 5%	100%		
>5% to ≤10%	110%		
>10% to <15%	120%		
>15% to <20%	130%		
>20%	140%		

The monthly imbalance percentages stated above will be used to calculate the cash-out price for imbalances that fall within each category. For example, a Customer with a monthly imbalance percentage of 9% will cash-out at the 0% to 5% price for 5% of the imbalance and at the 5% to 10% price for 4% of the imbalance.

All such adjustments shall be shown and included on the Customer's monthly bill. The billing of these charges shall not be construed as a waiver by Company of any other rights or remedies it has under law, the regulations of the PSC of Kentucky, or this rate schedule, nor shall it be construed as an exclusive remedy for failure to comply with the provisions of this rate schedule.

### **VARIATIONS IN MMBTU CONTENT**

All gas delivered by Company will be measured and billed on an Mcf basis. Pipeline Transporter delivers to and bills Company on an MMBtu basis. The reconciliation of the actual deliveries by Pipeline Transporter and the Customer's estimated deliveries by Pipeline Transporter occurs through the operation of the cash-out provision. Changes in billings of the cash-out provision caused by variations in the MMBtu content of the gas shall be corrected on the following bill.

### **UTILIZATION CHARGE FOR DAILY IMBALANCES**

Should an imbalance exceed ±5% of the delivered volume of gas on any day when an Operational Flow Order (as described below) has not been issued, then Company shall charge the Utilization Charge for Daily Imbalances times the recorded imbalance greater than ±5% of the delivered volume of gas for each daily occurrence. The Utilization Charge for Daily Imbalances is the sum of the following:

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P.S.C. Gas No. 11, Original Sheet No. 30.6

Standard Rate

Firm Transportation Service (Transportation Only)

#### **UTILIZATION CHARGE FOR DAILY IMBALANCES (continued)**

\$<u>0.1603</u>, per Mcf Daily Demand Charge:

Daily Storage Charge:

0.1833, Utilization Charge for Daily Imbalances: \$0.3436, per Mcf

Note: The Daily Demand Charge may change with each filing of

These charges are in addition to any other charges set forth herein. The Utilization Charge for Daily Imbalances will not be applied to daily imbalances which do not exceed ±5% of the delivered volume unless an OFO has been issued. If an OFO has been issued, the Utilization Charge for Daily Imbalances shall apply to daily imbalances which exceed 0% for customers in violation of the OFO directive, either "condition (a)" or "condition (b)" as applicable and further described below under "Operational Flow Orders." Customers not in violation of the OFO directive, either "condition (a)" or "condition (b)" as applicable, will continue to be assessed the Utilization Charge for Daily Imbalances on volumes which exceed the 5% daily tolerance. Company shall not have an obligation to provide balancing service for any volumes of gas hereunder.

#### **OPERATIONAL FLOW ORDERS**

Company shall have the right to issue an Operational Flow Order ("OFO") which will require actions by Customer to alleviate conditions that, in the sole judgment of Company, jeopardize the operational integrity of Company's system. Customer shall be responsible for complying with the directives contained in the OFO.

Notice of an OFO shall be provided to Customer at least twenty-four (24) hours prior to the beginning of the gas day for which the OFO is in effect and shall include information related to the OFO. Customer shall respond to an OFO by adjusting its deliveries to Company's system as directed in the OFO within the specified timeframe. If Customer is a member of an FT Pool, it is the responsibility of the FT Pool Manager, not Company, to convey OFOs to Customers in its FT Pool.

Upon issuance of an OFO, Company will direct Customer to comply with one of the following conditions: (a) Customer must take delivery of an amount of natural gas from Company that is no more than the daily amount being delivered by the Pipeline Transporter to Company for Customer; or (b) Customer must take delivery of an amount of natural gas from Company that

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Standard Rate

FT

## Firm Transportation Service (Transportation Only)

#### **OPERATIONAL FLOW ORDERS** (continued)

is no less than the daily amount being delivered by the Pipeline Transporter to Company for Customer shall respond to an OFO by either adjusting its deliveries to Company's system or its consumption at its facility. All volumes taken by Customer in excess of volumes delivered by Pipeline Transporter to Company for Customer in violation of the above "condition (a)" OFO shall constitute an unauthorized receipt by Customer from Company. All volumes taken by Customer less than volumes delivered by Pipeline Transporter to Company for Customer in violation of the above "condition (b)" OFO shall constitute an unauthorized delivery by Customer to Company. Unauthorized receipts or deliveries during the effectiveness of an OFO shall be subject to an OFO Charge per Mcf for each Mcf of unauthorized receipts or deliveries, as applicable. Customer shall be subject to the OFO Charge on the day for which the OFO was violated, plus the applicable UCDI charges and any other charges under this rate schedule for such unauthorized receipts or deliveries that occur.

Company may, in its sole discretion, issue an OFO to an individual Customer or an individual Pool Manager taking service under Rider PS-FT without issuing an OFO to all Customers taking service under Rate FT or without issuing an OFO to all Pool Managers taking service under Rider PS-FT.

The OFO Charge per Mcf shall be equal to \$15.00 plus the higher of the following: either (a) the daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the OFO was violated, or (b) the daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the OFO was violated. Such OFO Charge shall be in addition to any other charges under this rate schedule.

Company will not be required to provide service under this rate schedule for any Customer that does not comply with the terms or conditions of an OFO. Payment of OFO Charges hereunder shall not be considered an exclusive remedy for failure to comply with the OFO, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

### **OPTIONAL SALES AND PURCHASE TRANSACTION**

Customer may agree to sell its natural gas supplies to Company, and Company may agree to purchase natural gas supplies from Customer pursuant to Company's Curtailment Rules. If . Company purchases natural gas from Customer, such gas will not be redelivered to Customer, and Customer shall discontinue or otherwise interrupt the usage of such natural gas.

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**Standard Rate** 

FT

Firm Transportation Service (Transportation Only)

### **RETURN TO FIRM SALES SERVICE**

Return to firm sales service is contingent upon the ability of Company to secure the appropriate quantities of gas supply and transportation capacity with Company's Pipeline Transporter, as determined solely by Company.

#### REMOTE METERING

Remote metering service shall be required as a prerequisite to the Customer obtaining service under this rate schedule. The remote metering devices will allow Company and Customer to monitor the Customer's usage on a daily basis and allow Company to bill the Customer.

The Customer shall reimburse Company for the cost of this remote metering equipment and the cost of its installation, including any modifications to Company facilities and the replacement of any existing meters required in order to facilitate the functioning of the remote metering.

The Customer shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering.

The Customer shall be responsible for providing the necessary and adequate electric and telephone service to provide remote metering by October 1 of the year that the Customer's Rate FT service becomes effective. Electric and telephone services installed for this equipment shall conform to Company's specifications. The Customer shall be responsible for maintaining the necessary and adequate electric and telephone service to provide remote metering.

### **SPECIAL TERMS AND CONDITIONS**

- Service under this rate schedule will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
- Service under this rate schedule shall be performed under a written contract between Customer and Company setting forth specific arrangements as to the volumes to be transported by Company for Customer, Delivery Points, timing of receipts and deliveries of gas by Company, and any other matters relating to individual Customer circumstances.
- 3. As further described below, Customer shall specify to Company the daily volume of gas required by Customer. Such volume shall be stated in Mcf/day and converted to MMBtu/day using a standard conversion factor as may be specified by Company from time to time. At least ten (10) days prior to the beginning of each month, Customer shall provide Company with a schedule setting forth daily volumes of gas to be delivered into Company's system for Customer's account.

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P.S.C. Gas No. 11, Original Sheet No. 30.9

Standard Rate

FT

### Firm Transportation Service (Transportation Only)

#### SPECIAL TERMS AND CONDITIONS (continued)

Any changes in nominated volumes, as well as any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by Customer to Company no later than 10:00 a.m. Eastern Clock Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from Customer daily nominations, or changes thereto, that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company. Company will not be obligated to utilize its underground storage capacity for purposes of this service.

- 4. In no case will Company be obligated to deliver gas, including both gas transported and gas sold, to Customer in greater volumes or at greater rates of flow than those specified in the written contract between Customer and Company. The maximum daily volume that Company shall be obligated to deliver shall be referred to as the Maximum Daily Quantity ("MDQ"). The maximum hourly volume that Company shall be obligated to deliver shall not exceed 1/24<sup>th</sup> of the MDQ. The MDQ is the maximum daily volume of gas, as determined by Company, based on Customer's historical daily metered volumes. In the event that historical daily metered volumes are not available, Company will determine the MDQ based upon data provided by Customer and/or monthly metered data. Once historical daily metered data becomes available, the MDQ will be subject to revision by Company on an annual basis.
- Volumes of gas transported hereunder will be determined in accordance with Company's measurement base as set forth in the Company's Terms and Conditions.
- All volumes of natural gas received by Company for Customer shall meet the specifications established by Pipeline Transporter.
- 7. Company will have the right to curtail or interrupt the transportation or delivery of gas to any Customer hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.
- 8. Should Customer be unable to deliver sufficient volumes of transportation gas to Company's system, Company will not be obligated hereunder to provide standby quantities for purposes of supplying such Customer requirements.
- 9. Company shall not be required to render service under this rate schedule to any Customer that fails to comply with any and all of the provisions of this rate schedule.
- 10. Customer shall enter into a Website Subscriber Agreement if Customer desires to access telemetry data.

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P.S.C. Gas No. 11, Original Sheet No. 35

Standard Rate

### **DGGS Distributed Generation Gas Service**

#### **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

Applicable to firm natural gas service to customer-owned electric generation facilities except (i) when such natural gas is limited to the production of electricity for Customer's own use during emergency situations during which Customer's normal supply of electricity is not otherwise available, and (ii) when such electric generation facilities have a total connected load of less than 2,000 cubic feet per hour. Natural gas purchased for electric generation facilities with a total connected load of 2,000 or more cubic feet per hour, or purchased to generate electricity for further distribution, for sale in the open market, or for any purpose other than to provide Customer with standby electrical supplies during emergency situations shall be subject to this tariff. Additionally, service under this Standard Rate DGGS shall be applicable only to electric generation facilities described above and installed and operating on and after ninety (90) days after August 1, 2010, (and therefore not eligible for service under Standard Rates CGS or IGS) by commercial and industrial customers.

Service hereunder shall be at a single delivery (custody transfer) point and where distribution mains are adjacent to the premises to be served. Gas service provided hereunder shall be metered and billed separately from gas service provided under any other rate schedule.

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGS shall not be permitted.

Service hereunder shall be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other customers. Company may decline to accept customers under this rate schedule with a connected load of more than 8,000 cubic feet per hour. Availability of gas service under this rate schedule shall be determined by Company on a case-by-case basis, which determination shall be within Company's sole discretion. Company shall not be obligated to make modifications or additions to its gas system to serve loads under this rate schedule.

If an additional separate point of delivery is requested by a residential customer to provide gas for use in standby electric generation, such residential customer shall be served under Rate DGGS.

### CHARACTER OF SERVICE

Service under this rate schedule shall be considered firm.

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P.S.C. Gas No. 11, Original Sheet No. 35.1

Standard Rate **DGGS Distributed Generation Gas Service** 

RATE

In addition to any other charges set forth herein, the following charges shall apply:

Basic Service Charge per month: If all of the customer's meters

have a capacity < 5000 cf/hr: If any of the customer's meters \$ 165.00 per delivery point

have a capacity ≥ 5000 cf/hr:

\$750.00 per delivery point

Plus a Demand Charge:

\$ 1.08978 per 100 cubic feet of Monthly Billing Demand

T/R

Plus a Distribution Charge:

\$ 0.02992 per 100 cubic feet

T/R D

The total monthly minimum bill shall be the sum of the minimum Demand Charge and the Basic Service Charge.

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In no case shall Company be obligated to deliver greater volumes hereunder than those specified in the written contract between Customer and Company. Payment of any and all charges hereunder shall not be considered an exclusive remedy for takes in excess of the maximum daily quantity ("MDQ"), nor shall the payment of such charges be considered a substitute for any other remedy (including, but not limited to, physical discontinuance or suspension of service hereunder) available to Company.

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Gas Line Tracker Sheet No. 84 Gas Supply Clause Sheet No. 85 Franchise Fee and Local Tax Sheet No. 90 School Tax Sheet No. 91

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P.S.C. Gas No. 11, Original Sheet No. 35.2

Standard Rate

### **DGGS**

#### Distributed Generation Gas Service

#### DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

#### SPECIAL TERMS AND CONDITIONS

- 1. Service under this rate schedule will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
- 2. Service under this rate schedule shall be performed under a written contract between Customer and Company setting forth specific arrangements as to the volumes to be sold by Company to Customer, and any other matters relating to individual customer circumstances.
- The minimum contract term for service hereunder shall be for a period not less than five (5) years commencing from the effective date thereof.
- 4. Such written contract shall specify the minimum delivery pressure, the maximum hourly rate ("MHR"), and the maximum daily quantity ("MDQ"). The MHR is the maximum hourly gas load in 100 cubic feet that the Customer's installation will require when operating at full capacity. The MDQ shall be twenty-four (24) times the MHR. The MDQ is the Monthly Billing Demand and shall not be less than 480 (four hundred and eighty) Ccf.
- In no case shall Company be obligated to make deliveries hereunder at a pressure greater than thirty (30) psig, or the prevailing line pressure, whichever is less.
- 6. Increases in the MDQ may be requested annually by Customer. Customer may request Company to increase the MDQ at least ninety (90) days in advance of the anniversary date of the written contract. Such increases in the MDQ that are acceptable to Company in its sole discretion shall be effective on the anniversary date of the effective date of the written contract.
- 7. In the event that Company agrees to install any Company-owned facilities required to serve Customer, such facilities to be installed by Company shall be specified in the written contract and the cost of such facilities and installation thereof shall be paid by Customer to Company.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 36

Standard Rate

### LGDS Local Gas Delivery Service

#### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Service under this rate schedule is available to any party who contracts with Company to provide firm transportation service of local gas (including landfill gas, bio-gas, synthetic gas, and locally produced natural gas) where and when such transportation will not, in the sole discretion of Company, interfere with the operation of Company's storage or other facilities, or the delivery of gas to Company's retail sales or end-use gas transportation customers. Customer must meet the eligibility requirements further described hereunder and shall deliver gas meeting the gas quality standards incorporated into this rate schedule

Customer shall request Company to utilize its system to transport, by displacement, such local gas to the Delivery Point. In addition, transportation service hereunder will be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company's system to perform such service without detriment to its other customers.

Company shall not be required to install any facilities of any kind to serve a Customer under this rate schedule. In the event that Company is agreeable to the installation or alteration of any facilities as may be required to serve Customer, then Customer shall execute a separate contract for the construction of such facilities and shall pay for all costs of those facilities. Company shall not be obligated to extend its mains to facilitate service hereunder. Company's "Gas Main Extension Rules" shall not apply to service under this rate schedule.

Company and Customer shall enter into an Interconnect Facility Agreement covering the design, ownership, operation, and maintenance of the Interconnect Facility, including, but not limited to, any cost reimbursement provisions. Company shall own and operate the Interconnect Facility (including, but not limited to, regulation, meters, chromatograph, control valves, taps, insulators, rights-of-way, and related facilities) as are required to effectuate service hereunder. The Interconnect Facility shall be designed and constructed in accordance with Company's specifications. Company shall own and install facilities downstream of the Interconnect Facility required to connect the Interconnect Facility to Company's mainline gas system. Company shall be reimbursed by Customer for the costs of such downstream facilities and their installation as well as the costs to construct, operate, and maintain the Interconnect Facility. Customer may be required by Company to provide adequate surety to cover the costs incurred by Company related to either the Interconnect Facility or the related downstream facilities. The outlet of the Interconnect Facility shall be the Receipt Point as the latter term is used herein.

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P.S.C. Gas No. 11, Original Sheet No. 36.1

Standard Rate

### **LGDS Local Gas Delivery Service**

Customer shall warrant, in its Service Agreement, that all gas transported under this rate schedule shall be consumed within the Commonwealth of Kentucky. If Customer is unable to warrant that such gas is so consumed, then Company's transportation service shall be deemed interstate service and may only be provided pursuant to authorization from the Federal Energy Regulatory Commission ("FERC") and subject to the terms and conditions of Company's Statement of Operating Conditions as filed with FERC. Customer shall not be allowed to combine interstate services with intrastate services. Any Customer requesting interstate and intrastate transportation service shall have separate contracts for each activity. Only one service, either interstate service or intrastate service, shall apply to a Receipt Point.

### **CHARACTER OF SERVICE**

Transportation service under this rate schedule shall be considered firm from the Receipt Point to the Delivery Point. The Delivery Point shall be a pool operating under either Rider PS-TS-2 or Rider PS-FT. Company shall receive gas from Customer for transportation at the Receipt Point and deliver that gas by displacement to the Delivery Point. Company's sole obligation hereunder is to redeliver Customer's gas from the Receipt Point to the Delivery Point. Accordingly, Company has no obligation to deliver a volume of gas to the Delivery Point, either daily or monthly, which differs from the volume of gas delivered to Company at the Receipt Point. Company will provide service to meet imbalances only on an as-available basis, as set forth herein.

Company shall not be obligated to deliver gas to the Delivery Point in excess of the Maximum Daily Quantity ("MDQ") as further defined herein. Customer and Company shall mutually agree to establish the level of the MDQ; provided, however, that the MDQ shall not be less than 50 Mcf/day.

Company may decline to deliver volumes to the Delivery Point in excess of the MDQ or accept volumes from the Receipt Point that are in excess of the MDQ plus applicable Lost and Unaccounted for Gas ("LAUFG") as further defined herein.

Company may deliver volumes of gas to the Delivery Point in excess of the MDQ; provided, however, that such deliveries to the Delivery Point in excess of the MDQ shall establish a new Monthly Billing Demand as further defined herein. Regardless of the Monthly Billing Demand established by Customer, Company's obligation to provide firm natural gas transportation service shall be limited to the MDQ.

Volumes shall be delivered by Customer to Company at the Receipt Point as nearly as practicable at uniform daily rates of flow, that is, 1/24th of the daily Gross Nominated Volume as further defined herein.

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P.S.C. Gas No. 11, Original Sheet No. 36.2

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Standard Rate

LGDS Local Gas Delivery Service

**RATE** 

Administrative Charge per month: \$550.00 per Receipt Point

Plus a Basic Service Charge per month: \$1,310.00 per Receipt Point

Plus a Demand Charge: \$2.57 per Mcf of Monthly Billing Demand

Plus a Distribution Charge: \$0.0388 per Mcf of Net Nominated Volumes at the Delivery Point

The Monthly Billing Demand shall be the greater of (1) the MDQ, or (2) the highest daily volume of gas delivered to the Delivery Point during the current month or the previous eleven (11) monthly billing periods.

In the event that Customer is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Company's Pipeline Transporter(s), then Customer shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Gas Line Tracker Sheet No. 84
Franchise Fee and Local Tax Sheet No. 90
School Tax Sheet No. 91

### **DUE DATE OF BILL**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

### LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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P.S.C. Gas No. 11, Original Sheet No. 36.3

Standard Rate

### **LGDS Local Gas Delivery Service**

### MAXIMUM DAILY QUANTITY, NOMINATIONS AND NOMINATED VOLUMES

The MDQ shall represent the maximum volume which Customer shall be entitled to nominate and Company shall be obligated to deliver to the Delivery Point.

As further described below, Customer shall specify to Company the daily volumes of gas to be received at the Receipt Point (the "Gross Nominated Volume"). From such Gross Nominated Volume shall be deducted an allowance for Company's system average LAUFG expressed as a percentage and based on historical levels. Effective November 1, 2016, such LAUFG percentage is 2.69%. Such LAUFG percentage shall be revised annually each November 1 with notice provided to Customer at least thirty (30) days prior to such November 1.

The Net Nominated Volume (the Gross Nominated Volume less applicable LAUFG) shall be stated in Mcf/day and converted to MMBtu/day using the conversion factor specified by Company. The Net Nominated Volume is the amount that shall be delivered to the Delivery Point.

For example, if Customer requests Company to receive 342 Mcf on a given day at the Receipt Point (the Gross Nominated Volume), and the LAUFG percentage is 5.0%, then the Net Nominated Volume shall be 325 Mcf [342 - (342 x 0.05)]. The Net Nominated Volume of 325 Mcf shall be converted to MMBtu using the conversion factor specified by Company.

At least ten (10) days prior to the beginning of each calendar month, Customer shall provide Company with a schedule setting forth daily volumes of gas to be delivered into Company's system for the month. Any changes in daily nominated volumes, as well as any other information required to effectuate the delivery of such gas to Company, shall be provided by Customer to Company no later than 10:00 a.m. Eastern Clock Time ("ECT") on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled at the Delivery Point by an authorized Pool Manager are considered Net Nominated Volumes. Company shall not be obligated to accept from Customer daily nominations or changes thereto that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays observed by Company.

Customer shall submit in writing to Company the daily nominated volumes and such other information as may be required to effectuate the transportation of natural gas by using the appropriate Nomination Schedule as may be specified by Company from time to time and by giving appropriate notice as designated by Company.

Customer agrees to inform Company promptly of any changes in the delivery rate to Company of gas transported under this rate schedule or any other information with regard to scheduling of deliveries that Company reasonably requests or as may be required by proper regulatory authorities.

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P.S.C. Gas No. 11, Original Sheet No. 36.4

Standard Rate

### **LGDS Local Gas Delivery Service**

#### **LOCAL GAS FLOW ORDERS**

Company shall have the right to issue a Local Gas Flow Order ("LGFO") which will require actions by Customer to alleviate conditions that, in the sole judgment of Company, jeopardize the operational integrity of Company's system. Customer shall be responsible for complying with the directives contained in the LGFO.

Notice of an LGFO shall be provided to Customer at least four (4) hours prior to the beginning of the gas day for which the LGFO is in effect and shall include information related to the LGFO. A shorter notice period may be given where necessary to protect the integrity of Company's gas system. Customer shall respond to an LGFO by adjusting its deliveries to Company's system as directed in the LGFO within the specified timeframe.

Upon issuance of an LGFO, Company will direct Customer to comply with one of the following conditions: (a) Customer must nominate at the Receipt Point a Gross Nominated Volume that is no more than the daily amount being received by Company from Customer at the Receipt Point (Metered Receipts); or (b) Customer must nominate at the Receipt Point a Gross Nominated Volume that is no less than the daily amount being received by Company from Customer at the Receipt Point (Metered Receipts). Customer shall respond to an LGFO either by adjusting its Gross Nominated Volume at the Receipt Point or by adjusting volumes being received by Company from Customer at the Receipt Point. All volumes nominated by Customer at the Receipt Point in excess of volumes received by Company from Customer at the Receipt Point in violation of the above "condition (a)" LGFO shall constitute an unauthorized under-delivery by Customer to Company at the Receipt Point. All volumes nominated by Customer at the Receipt Point less than volumes received by Company from Customer at the Receipt Point in violation of the above "condition (b)" LGFO shall constitute an unauthorized over-delivery from Customer to Company at the Receipt Point. Unauthorized under-deliveries or over-deliveries during the effectiveness of an LGFO shall be subject to an LGFO Charge per Mcf for each Mcf of unauthorized under-deliveries or over-deliveries, as applicable. Customer shall be subject to the LGFO Charge on the day for which the LGFO was violated, plus the applicable UCDI charges and any other charges under this rate schedule for such unauthorized under-deliveries or over-deliveries that occur.

Company may, in its sole discretion, issue an LGFO to an individual Customer taking service under this rate schedule without issuing an LGFO to all Customers taking service under this rate schedule.

The LGFO Charge per Mcf shall be equal to \$15.00 plus the higher of either (a) the daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the LGFO was violated, or (b) the daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the LGFO was violated. Such LGFO Charge shall be in addition to any other charges under this rate schedule.

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P.S.C. Gas No. 11, Original Sheet No. 36.5

Standard Rate

### **LGDS Local Gas Delivery Service**

Company will not be required to provide service under this rate schedule if Customer does not comply with the terms or conditions of an LGFO. Payment of LGFO Charges hereunder shall not be considered an exclusive remedy for failure to comply with the LGFO, nor shall the payment of such charges be considered a substitute for any other remedy available to Company. As a result of Customer's failure to comply with the terms or conditions of service, including an LGFO, Company may take such actions as it deems necessary to suspend service to Customer.

If Customer fails to manage its use of Company's transportation service in strict conformance with the directives of an LGFO, then Company may at its sole discretion do one or more of the following immediately upon delivering oral or written notice to Customer: (1) suspend all gas transportation service to the extent necessary to protect the operational integrity of Company's system, (2) decline to deliver to the extent necessary the gas provided by Customer, (3) decline to receive to the extent necessary the volume tendered by Customer at the Receipt Point, and (4) permanently terminate service under this rate schedule. Any suspension or termination under this section shall be without prejudice to and in addition to any other rights and remedies of Company.

#### **IMBALANCES**

The terms "Imbalance" or "Imbalances" as used herein mean the difference between Customer's Gross Nominated Volume in Mcf of gas to be received by Company at the Receipt Point and the metered volume of gas in Mcf actually received by Company from Customer at the Receipt Point (Metered Receipts).

When Company can provide such balancing service, the Utilization Charge for Daily Imbalances shall apply to daily imbalances in excess of +/-5% of the Gross Nominated Volume. Company shall issue an LGFO as set forth herein during periods when service cannot be provided to meet daily imbalances.

Company shall calculate on a daily and monthly basis Customer's imbalance resulting from the difference between Customer's Gross Nominated Volume in Mcf for receipt by Company at the Receipt Point and the Metered Receipts of gas in Mcf from Customer at the Receipt Point. This will be calculated as follows:

Imbalance = Gross Nominated Volumes - Metered Receipts

Company will also determine the imbalance percentage. This percentage will be calculated as follows:

(Gross Nominated Volumes - Metered Receipts) Imbalance % =

**Gross Nominated Volumes** 

The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by

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#### Standard Rate

### **LGDS Local Gas Delivery Service**

If the monthly imbalance is negative (an over-delivery into Company's system), Company shall purchase the monthly imbalance from Customer at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the lower of the following: either (a) the lowest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the lowest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on Customer's monthly imbalance percentage to be applied as follows:

When Total Net Negative Imbalance Percentage is:	The following percentage shall be multiplied by the above-determined amount:		
0% to ≤ 5%	100%		
> 5%  to  < 10%	90%		
>10% to <u>&lt;</u> 15%	80%		
>15% to < 20%	70%		
>20%	60%		

If the monthly imbalance is positive (an under-delivery into Company's system), Customer shall purchase the monthly imbalance from Company at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

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P.S.C. Gas No. 11, Original Sheet No. 36.7

Standard Rate

### **LGDS Local Gas Delivery Service**

The appropriate percentage shall be dependent on Customer's monthly imbalance percentage to be applied as follows:

When Total Net	The following percentage	
Positive Imbalance	shall be multiplied by the	
Percentage is:	above-determined amount	
0% to ≤ 5%	100%	
> 5% to ≤ 10%	110%	
>10% to ≤ 15%	120%	
>15% to ≤ 20%	130%	
>20%	140%	

The monthly imbalance percentages stated above will be used to calculate the cash-out price for imbalances that fall within each category. For example, a Customer with a monthly imbalance percentage of 9% will cash-out at the 0% to 5% price for 5% of the imbalance and at the 5% to 10% price for 4% of the imbalance.

All such cash-out charges or credits, as applicable, shall be shown and included on Customer's monthly bill. The billing of these cash-out charges or credits shall not be construed as a waiver by Company of any other rights or remedies it has under law, the regulations of the PSC of Kentucky, or this rate schedule, nor shall it be construed as an exclusive remedy for failure to comply with the provisions of this rate schedule.

**Deleted:** If the monthly imbalance is positive (an underdelivery into Company's system), Customer shall purchase the monthly imbalance from Company at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.  $\P$ 

The appropriate percentage shall be dependent on Customer's monthly imbalance percentage to be applied as follows: ¶

II When Total Net . . . The following percentage ¶ Positive Imbalance . . . shall be multiplied by the ce . . shall be multiplied by the ¶ . above-determined amount:¶ Percentage is:

0% to < 5% 100%¶ .110%¶ .120%¶ > 5% to < 10% >10% to \(\leq 15\)
>15% to \(\leq 20\)
>20%
\(\leq 20\)
\(\leq 140\)

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Standard Rate

LGDS Local Gas Delivery Service

### VARIATION IN MMBTU CONTENT

The reconciliation of the actual deliveries to the Delivery Point and Company's receipt of gas from Customer at the Receipt Point, including any variation in MMBtu content, occurs through the operation of the cash-out provision. If not reflected on the current month's bill, changes in billings of the cash-out provision caused by variations in the MMBtu content of the gas shall be corrected on the following month's bill.

#### UTILIZATION CHARGE FOR DAILY IMBALANCES

Should an imbalance as calculated herein exceed +/- 5% of the Gross Nominated Volume on any day when an LGFO (as described below) has not been issued, then Company shall charge the Utilization Charge for Daily Imbalances times the imbalance in Mcf greater than +/- 5% of Gross Nominated Volume for each daily occurrence.

The Utilization Charge for Daily Imbalances is the sum of the following:

Daily Demand Charge: \$0.1608 per Mcf
Daily Storage Charge: 0.2785
Utilization Charge for Daily Imbalances: \$0.4393 per Mcf

Note: The Daily Demand Charge may change with each filing of the GSCC.

These charges are in addition to any other charges set forth herein. The Utilization Charge for Daily Imbalances will not be applied to daily imbalances which do not exceed the +/- 5% unless an LGFO has been issued. If an LGFO has been issued, the Utilization Charge for Daily Imbalances shall apply to daily imbalances which exceed 0% for customers in violation of the LGFO directive, either "condition (a)" or "condition (b)" as applicable and further described above under "Local Gas Flow Orders". Customers not in violation of the LGFO directive, either "condition (a)" or "condition (b)" as applicable, will continue to be assessed the Utilization Charge for Daily Imbalances on volumes which exceed the 5% daily tolerance. Company shall not have an obligation to provide balancing service for any volumes of gas hereunder.

### **MEASUREMENT OF GAS**

Volumes of gas transported hereunder will be determined in accordance with Company's measurement base as set forth in the Company's Terms and Conditions. All gas delivered by Customer to Company pursuant to this rate schedule shall be measured by Company using such gas meters, chromatograph, and other instrumentation as Company deems appropriate.

Moved up [1]: All such cash-out charges or credits, as applicable, shall be shown and included on Customer's

monthly bill. The billing of these cash-out charges or credits

shall not be construed as a waiver by Company of any other

rights or remedies it has under law, the regulations of the PSC of Kentucky, or this rate schedule, nor shall it be

the provisions of this rate schedule.¶

construed as an exclusive remedy for failure to comply with

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Standard Rate

### **LGDS Local Gas Delivery Service**

#### REMOTE METERING

Any Customer contracting for service hereunder shall be required, prior to commencing service hereunder, to have appropriate remote metering devices. The remote metering devices allow Company to monitor receipts of gas from Customer.

Customer shall reimburse Company for the cost of this remote metering equipment and the cost of its installation, including any modifications to Company facilities required in order to facilitate the functioning of the remote metering. Company may also install at Customer's expense, any backflow protection devices, remote flow equipment, and the like, as may be required in sole discretion of Company, in order to protect the integrity of Company's gas system. Customer shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering or other facilities determined to be necessary by Company. Customer shall be responsible for providing the necessary and adequate electric and telecommunications service to provide this metering within thirty (30) days of Company's notice to Customer that such remote metering shall be required. Electric and telephone services installed for this equipment shall conform to Company's specifications. Customer shall be responsible for maintaining the necessary and adequate electric and telecommunications service to provide remote metering.

#### **GAS QUALITY**

Gas received hereunder shall be merchantable gas, commercially free from toxins, odors, dust, solids, gums, gum-forming constituents, gasoline, water, or any other foreign substances of any kind, including liquid matter and hydrocarbon liquids which may become separated from the gas in the course of transportation through Company's system, and which might interfere with its merchantability or cause injury to or interference with proper operation of lines, regulators, meters, or other appliances.

Furthermore, such receipts shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, pathogen, active bacteria, or bacterial agent capable of producing or contributing to corrosion, operational problems, or other problems, or are injurious to utility facilities or cause the gas to be unmarketable. Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria and acid producing bacteria.

Customer agrees that it will indemnify Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any claim by any other persons or entity related to or arising from gas tendered by Customer to Company not meeting the quality specifications herein.

If the gas tendered by Customer for transport by Company fails at any time to conform to any of the specifications set forth herein, then Company shall so notify Customer and Company may, at its sole option and in addition to any other remedies available to Company, refuse to accept delivery pending correction by Customer.

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Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 36.10

Standard Rate

### **LGDS Local Gas Delivery Service**

The table below sets forth the applicable specifications for the gas received hereunder by Company from Customer.

Component	Units	Low	High
Total Heating Value	Btu per scf	967	1110
Wobbe Index	Calculated by dividing the Total Heating Value (dry) of the gas (at standard conditions of 14.73 psia and 60 degrees Fahrenheit) by the square root of the specific gravity of the gas	1314	1400
Carbon Dioxide	Percent by volume (mole%)	0.00%	2.00%
Hydrogen	Percent by volume (mole%)	0.00%	0.00%
Water (or water vapor)	lbs. per MMscf	0	7
Ammonia	ppm	0	3
Hydrogen Sulfide	grains per 100 scf	0	0.25
Total Sulphur (not including any mercaptan sulphur)	grains per 100 scf	0	5
Oxygen	Percent by volume (mole%)	0.00%	0.10%
All non-hydrocarbon gases such as carbon dioxide, nitrogen, and oxygen (Total Dilutents and Inerts)	Percent by volume (mole%)	0.00%	4.00%
Non-methane Hydrocarbons (C2+) such as ethane	Percent by volume (mole%)	0.00%	12.00%
Heavier Hydrocarbons (C3, C4, C6, +) such as propane, propylene, butanes, hexanes	Percent by volume (mole%)	0.00%	1.50%
Delivery Temperature	degrees Fahrenheit	40	90
Hydrocarbon Dewpoint	degrees Fahrenheit	Less th	an 10

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P.S.C. Gas No. 11, Original Sheet No. 36.11

Standard Rate

### **LGDS Local Gas Delivery Service**

Company shall have the unqualified right to commingle gas received for service hereunder with gas from other sources. Accordingly, gas received by Company shall be subject to such changes as may result from such commingling and Company shall, notwithstanding any other provisions herein, be under no obligation to deliver for Customer's account gas identical to that received by Company.

#### **CREDITWORTHINESS**

Customer shall upon request of Company agree to maintain an irrevocable letter of credit, cash prepayment, or such other financial instrument satisfactory to Company ("credit support") in order to assure Customer's performance of its obligations hereunder. In determining the level of the security to be required of Customer, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customer, the MDQ, the general creditworthiness of Customer, and Customer's prior credit record with Company, if any. The amount of the credit support shall not exceed two twelfths (2/12) of Customer's estimated annual bill. In the event that Customer defaults on its obligations under this rate schedule, Company shall have the immediate right to draw on such credit support to satisfy Customer's obligation hereunder. Such credit requirements shall be administered by Company in a nondiscriminatory manner.

### **SPECIAL TERMS AND CONDITIONS**

- 1. Service under this rate schedule will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
- 2. Service under this rate schedule shall be performed under a written contract between Customer and Company ("Service Agreement") which shall set forth specific arrangements as to the MDQ, volumes to be transported, Receipt Point, Delivery Point, Receipt Pressure, timing of receipts and deliveries of gas by Company, term, and any other matters relating to individual Customer circumstances.
- 3. Should Customer be unable to provide an amount of gas to Company at the Receipt Point equivalent to the Gross Nominated Volume (the Net Nominated Volume plus applicable LAUFG), Company will not be obligated hereunder to provide standby quantities of gas. Company will not be obligated to utilize its underground storage capacity for purposes of this service.
- 4. Company will have the right to curtail or interrupt the delivery of gas hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.
- 5. It is at all times the responsibility of Customer to deliver gas to the Receipt Point at a pressure ("Receipt Pressure") sufficient to cause the delivery of gas into the system of Company. Company shall not be obligated to modify either its facilities or its prevailing system operating pressures in order to effectuate the receipt of gas from Customer at the Receipt Point.

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P.S.C. Gas No. 11, Original Sheet No. 36.12

Standard Rate

### **LGDS Local Gas Delivery Service**

#### SPECIAL TERMS AND CONDITIONS

- Customer hereby agrees to reimburse Company for all Kentucky sales tax, if any, assessed on the charges specified in this rate schedule. Customer's Kentucky Sales Tax Permit Account Number shall be provided to Company pursuant to Company's request.
- 7. As between Company and Customer, Customer shall be in exclusive control and possession of the gas until such gas has been delivered to Company at the Receipt Point and after such gas has been delivered to the Delivery Point. Company shall be in exclusive control and possession of such gas while it is in Company's system between the Receipt Point and the Delivery Point. Company shall have no liability while the gas is in the exclusive control of Customer and Customer shall have no liability (except for damage, loss, or injury caused by Company's transportation of gas that does not meet the quality standards set forth herein or that is delivered to Company in violation of any other provision of this Rate Schedule) while the gas is in the exclusive control of Company. Title to all gas delivered by Customer to Company for transportation under this rate schedule shall remain with Customer at all times during transportation by Company. Company shall not acquire or take title to the gas transported hereunder with the exception of any overdeliveries purchased through the operation of the cash-out mechanism described hereunder.
- 8. In no event shall Company be liable to Customer for consequential, indirect, special, punitive, or exemplary damages arising out of service provided hereunder.
- Customer shall enter into a Website Subscriber Agreement if Customer desires to access telemetry data.

### **TERM OF CONTRACT**

The minimum term for service hereunder shall be for a period of one (1) year or through the following October 31, whichever period is shorter. Company, in its sole discretion, may require that a contract be executed for a longer initial term when deemed necessary by the size of MDQ or other special circumstances. After such initial term, service under this rate schedule automatically shall continue in full force and effect and from year to year (from November 1 through October 31, which period shall be defined as a "Contract Year"), until terminated by either Party hereto for any reason, or no reason, pursuant to written notice of termination given by one Party to the other Party by the April 30th prior to the next available November 1st termination date.

When the Parties have agreed upon the terms required to complete the contract for service hereunder, Company shall tender a Service Agreement to Customer reflecting such agreed upon terms. The Service Agreement shall be invalid unless signed by the requesting Party and returned to Company within thirty (30) days after Company provides such Service Agreement to Customer for execution.

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P.S.C. Gas No. 11, Original Sheet No. 45

#### **Special Charges**

The following charges will be applied uniformly throughout Company's service territory. Each charge, as approved by the Public Service Commission, reflects only that revenue required to cover associated expenses.

#### RETURNED PAYMENT CHARGE

In those instances where a Customer renders payment to Company which is not honored upon deposit by Company, the Customer will be charged \$10.00 to cover the additional processing costs.

#### METER TEST CHARGE

Where the test of a meter is performed during normal working hours upon the written request of a Customer, pursuant to 807 KAR 5:006, Section 19, and the results show the meter is within the limits allowed by 807 KAR 5:022, Section 8(3)(a)1, and Section 8(3)(b)1, the Customer will be charged \$90.00 to cover the test and transportation costs.

### DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$28.00 will be made to cover disconnection and reconnection of gas service when discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection is effected. If both gas and electric services are reconnected at the same time, the total charge for both services shall be \$28.00. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.

Customers under Rate Schedules RGS, VFD, CGS, IGS, and AAGS may request and be granted temporary suspension of gas service. In the event of such temporary suspension, Company will make a charge of \$28.00 to cover disconnection and reconnection of gas service, such charge to be made before reconnection is effected. If both gas and electric services are reconnected at the same time, the total charge for both services shall be \$28.00. Customers taking service under Riders TS-2, GMPS, and EF shall not be eligible for such temporary suspension of service.

### INSPECTION CHARGE

With respect to Customer's service line and house line inspections prior to initiation or resumption of gas service, Company will make two such inspections without charge. When more than two trips are necessary to complete the inspections at any one location, a charge of \$150.00 will be made for each additional trip.

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P.S.C. Gas No. 11, Original Sheet No. 45.1

#### **Special Charges**

### CHARGE FOR TEMPORARY AND SHORT TERM SERVICE

The customer shall pay the cost of all material, labor and expense incurred by Company in supplying gas service for any temporary or short term use, in addition to the regular rates for service without pro-rating of rate blocks or minimum charges for service of less than thirty days in a regular meter reading period.

### ADDITIONAL TRIP CHARGE

Under Rate FT, Rider TS-2, and Rider GMPS, if the Company is required to make additional visits to the meter site due to the Company's inability to gain access to the meter location, or the necessary Communication Link (such as electric and telephone service) has not been properly installed by Customer, or the Customer's Communication Link is not working properly, the Company may charge the Customer for any additional trip to the site at a per-visit rate of \$150.00.

### **UNAUTHORIZED RECONNECT CHARGE**

When the Company determines that Customer has tampered with a meter, reconnected service without authorization from Company that previously had been disconnected by Company, or connected service without authorization from Company, then the following charges shall be assessed for each instance of such tampering or unauthorized reconnection or connection of service:

1. A charge of \$70.00 for tampering or an unauthorized connection or reconnection that does not require the replacement of the meter;

2. A charge of \$132.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a meter.

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P.S.C. Gas No. 11, Original Sheet No. 51

Standard Rate Rider

## Gas Transportation Service/Firm Balancing Service

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available to existing commercial and industrial customers served under Rates AAGS, CGS, DGGS, and IGS who consume at least 15,000 Mcf annually at each individual Delivery Point during the two (2) years ending with the March 31 service request date.

Customers electing service under this rider shall notify Company on or before March 31 and execute a contract by April 30 in order to receive service hereunder beginning November 1 of that same year. The Contract Year shall include the twelve monthly billing periods from November 1 through October 31, of the following calendar year. Service under this rider shall be for a term of one (1) year and year to year thereafter. Unless otherwise permitted herein, Customer or Company may terminate service hereunder effective November 1 by giving written notice to the other by the preceding April

For new customers whose historical gas consumption is not available, Company will determine Customer's eligibility for service hereunder based upon data provided by Customer and such other information as may be available to Company. Company may allow such new customers to begin service hereunder prior to the November 1 date specified above for existing customers.

Customer shall have purchased natural gas elsewhere, and request Company to utilize its system to transport, by displacement, such customer-owned gas to place of utilization.

In addition, transportation service hereunder will be subject to the provisions herein set forth and to the availability of adequate capacity on Company's system to perform such service without detriment to its other customers.

Service under this rider shall not be available to Customers with a Maximum Daily Quantity ("MDQ") in excess of 5,000 Mcf/day. In the event that Customer's MDQ exceeds 5,000 Mcf/day, Company may terminate service under this rider upon thirty (30) days prior written notice. v

**Deleted:** Additionally, Customers using gas to generate electricity for use other than as standby electric service, irrespective of the size of the Customer's MDQ, are not eligible for service under this rider.

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P.S.C. Gas No. 11, Original Sheet No. 51.1

Standard Rate Rider

TS-2

### Gas Transportation Service/Firm Balancing Service

#### **CHARACTER OF SERVICE**

Transportation service under this rider shall be considered firm from the Receipt Point at Company's interconnection with its Pipeline Transporter ("Receipt Point") to the Delivery Point at the Customer's place of utilization ("Delivery Point"), subject to paragraph 7 of the Special Terms and Conditions.

Due to the physical configuration of Company's system, and in order to maintain system integrity and reliability, unless otherwise permitted or directed by Company in its sole discretion, the Pipeline Transporter shall be Texas Gas Transmission, LLC.

Company will provide service to meet imbalances on a firm basis. For purposes used herein, "Imbalances" are defined as the difference between the volume of gas delivered by the Customer to the Receipt Point and the volume of gas taken by Customer at the Delivery Point.

Customers served under this rider must designate a third-party TS-2 Pool Manager and become a member of a TS-2 Pool pursuant to Rider PS-TS-2.

Company shall issue an Action Alert as set forth in Rider PS-TS-2 when, in Company's sole discretion, such Action Alert is required to manage loads served under Rider TS-2. It is the responsibility of the TS-2 Pool Manager, not Company, to convey Action Alerts to Customers in the TS-2 Pool.

Any imbalances (over- or under-deliveries) incurred by TS-2 Pool Manager on behalf of Customer shall be resolved through the application of the cash-out mechanism incorporated in Rider PS-TS-2.

### **RATE**

In addition to any and all charges billed directly to Company by other parties related to the transportation of customer-owned gas, or any and all changes billed by Company under the applicable sales rate to which this service is a rider, including, the basic service charge, any demand charges, and adjustment clauses, or the like, the following charges shall apply:

Administrative Charge per month:

XXXX, 2017

\$550.00 per Delivery Point

	CGS	IGS	AAGS	DGGS
Distribution Charge Per Mcf	\$ <u>2.5335</u> ,	\$2.1929	\$1.0644	\$0.2992
Pipeline Supplier's Demand	0.8496	0.8496	0.8496	0.8496
Component				
Total	\$ <u>3.3831</u> ,	\$3.0425	<b>\$</b> 1.9140,	\$1.1488

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P.S.C. Gas No. 11, Original Sheet No. 51.2

Standard Rate Rider

TS-2

### Gas Transportation Service/Firm Balancing Service

RATE (continued)

The "Distribution Charge" applicable to Rate CGS and IGS monthly quantities in excess of 100 Mcf shall be reduced by \$0.50 per Mcf during the seven off-peak billing periods of April through October. The first 100 Mcf per month during such period shall be billed at the rate set forth above.

**Pipeline Supplier's Demand Component**: Average demand cost per Mcf of all gas, including transported gas, delivered to Company by its pipeline supplier as determined from Company's Gas Supply Clause.

Gas Cost True-Up Charge: The Gas Cost True-Up Charge is applicable only to a former sales Customer that has elected transportation service hereunder and not previously served under Rate FT. Such Customer shall pay this charge for the first eighteen billing periods that Customer is served under Rider TS-2. The charge (or credit) per Mcf shall be applied to all volumes delivered by Company pursuant to Rider TS-2 in order to recover from (or refund to) transferring sales customers any under- or over-collected gas costs as reflected in the GCAA, GCBA, and PBRRC components of the Gas Supply Clause ("GSC") applicable to gas sold during those periods when the transferring customer was a sales customer. The Gas Cost True-Up Charge amount shall be revised with each of Company's quarterly Gas Supply Clause filings.

For customers electing service under Rider TS-2 effective November 1, 2015, the Gas Cost True-Up Charge shall be:

\$(0.0131) per Mcf for Bills Rendered On and After February 1, 2017

For customers electing service under Rider TS-2 effective November 1, 2016, the Gas Cost True-Up Charge shall be:

\$0.0806, per Mcf for Bills Rendered On and After February 1, 2017,

Minimum Annual Threshold Requirement and Charge: When Customer's annual usage falls below the Minimum Annual Threshold Requirement, Customer will be charged a Minimum Annual Threshold Charge equal to the difference between the Minimum Annual Threshold Requirement of 15,000 Mcf and the Customer's actual consumption in Mcf during each Contract Year which difference shall be multiplied by the peak period Distribution Charge of the applicable sales rate schedule. Such Minimum Annual Threshold Charge shall be billed during the month following the close of the Contract Year in accordance with the following formula

Minimum Annual Threshold Charge =

(Minimum Annual Threshold minus Customer's Annual Usage) times the Peak Period Distribution Charge

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P.S.C. Gas No. 11, Original Sheet No. 51.3

Standard Rate Rider

TS-2

## Gas Transportation Service/Firm Balancing Service

#### RATE (continued)

Such amount shall be applied to Customer's November bill.

Payment of the Minimum Annual Threshold Charge is not a remedy for Customer's failure to meet the Minimum Annual Threshold Requirement for service under Rider TS-2. In the event that Customer does not meet the Minimum Annual Threshold Requirement for two (2) consecutive years (as determined for the 12 months ended October), service to Customer under this rider may be discontinued. Customer and its TS-2 Pool Manager will receive notice by December 1 that Customer will be removed from the TS-2 Pool and returned to firm sales service effective April 1 of the following year.

New customers qualifying for service hereunder and who begin service prior to the November 1 date specified above shall not be subject to any Minimum Annual Threshold Charge for service prior to the November 1 date immediately following the commencement of service hereunder.

Optional Monthly Telemetry Charge: \$300.00 per Delivery Point per month

#### **REMOTE METERING**

Remote metering service shall be required as a prerequisite to the Customer obtaining service under this rider. The remote metering devices will allow Company and Customer to monitor the Customer's usage on a daily basis and allow Company to bill the Customer.

At the time that the Customer executes a contract for service hereunder, Customer shall elect to either (1) pay for the cost of this remote metering equipment and the cost of its installation in an upfront lump sum payment, or (2) pay the Optional Monthly Telemetry Charge specified herein. Under either option, Customer shall reimburse Company for the cost of any modifications to Company facilities and the replacement of any existing meters required in order to facilitate the functioning of the remote metering.

The Customer shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering.

The Customer shall be responsible for providing the necessary and adequate electric and telephone service to provide remote metering by October 1 of the year that Customer's service under Rider TS-2 becomes effective. Electric and telephone services installed for this equipment shall conform to Company's specifications. The Customer shall be responsible for maintaining the necessary and adequate electric and telephone service to provide remote metering.

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P.S.C. Gas No. 11, Original Sheet No. 51.4

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Standard Rate Rider

TS-2

### Gas Transportation Service/Firm Balancing Service

#### SPECIAL TERMS AND CONDITIONS

- 1. Service under this rider will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
- 2. Service under this rider shall be performed under a written contract between Customer and Company setting forth specific arrangements as to volumes to be transported by Company for Customer, TS-2 Pool Manager designated by Customer, points of delivery, timing of receipts and deliveries of gas by Company, and any other matters relating to individual customer circumstances.

Customer may appoint only one TS-2 Pool Manager for a given period. If Customer elects to change its TS-2 Pool Manager, Customer shall notify Company and execute and return the required documentation of its election to change its TS-2 Pool Manager at least thirty (30) days prior to the beginning of the billing period for which the change is to become effective. Except as provided for in Rider TS-2, no customer may transfer from one TS-2 Pool to another more frequently than once during a Contract Year. In appointing a TS-2 Pool Manager, Customer acknowledges that it has appointed the designated TS-2 Pool Manager to act as its limited agent in the performance of certain stated functions and to assume certain stated responsibilities with regard to transportation under Rider TS-2, including the requesting and receiving of information, the scheduling of gas flows, and all related duties. Customer will continue to be responsible for any and all costs, fees, and other liabilities as the result of the actions or inactions of TS-2 Pool Manager as its limited agent. Customer shall indemnify, defend, and hold Company harmless from any costs (including, but not limited to, reasonable attorney fees), expenses, losses, or liabilities, incurred (a) as a result of Company's performance when relying upon the authority of the TS-2 Pool Manager, (b) as a result of Company's reliance upon Customer's representation that it has express authority to appoint said TS-2 Pool Manager as its limited agent, and (c) due to the Customer's or TS-2 Pool Manager's failure to strictly comply with the provisions of Rider TS-2 or Rider PS-TS-2.

3. In no case will Company be obligated to deliver gas to Customer in greater volumes or at greater rates of flow than those specified in the written contract between Customer and Company. The maximum daily volume that Company shall be obligated to deliver shall be referred to as the Maximum Daily Quantity ("MDQ"). The maximum hourly volume that Company shall be obligated to deliver shall not exceed 1/24th of the MDQ. The MDQ is the maximum daily volume of gas, as determined by Company, based on Customer's historical daily metered volumes. In the event that historical daily metered volumes are not available, Company will determine Customer's MDQ based upon data provided by Customer and/or monthly metered data. Once historical daily metered data becomes available, the MDQ will be subject to revision by Company on an annual basis. In the case of customers served under Rate DGGS, the MDQ under this rider shall be the same as the MDQ established under Rate DGGS.

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P.S.C. Gas No. 11, Original Sheet No. 51.5

Standard Rate Rider

TS-2

### Gas Transportation Service/Firm Balancing Service

#### SPECIAL TERMS AND CONDITIONS (continued)

4. Volumes of gas transported hereunder will be determined in accordance with Company's measurement base as set forth in the Company's Terms and Conditions.

5. All volumes of natural gas received by Company for Customer shall meet the specifications established by Pipeline Transporter.

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6. Company will have the right to curtail or interrupt the transportation or delivery of gas to any Customer hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.

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7. In the event of an interruption of service to a Customer served under Rate AAGS, as provided for in that rate schedule, Customer shall discontinue the use of natural gas as specified therein, be subject to the penalties set forth therein, and discontinue deliveries of natural gas hereunder. Т

Customer shall enter into a Website Subscriber Agreement if Customer desires to access telemetry data.

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P.S.C. Gas No. 11, Original Sheet No. 52

Standard Rate Rider

# GMPS Gas Meter Pulse Service

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Applicable to all commercial and industrial customers that request the Company to install a gas meter pulse generator which is a meter-related service not otherwise provided by the Company. This service is only available for customer metering sites using positive displacement meters, orifice meters, or ultrasonic metering technology, so long as the meter capacity is 3,000 cubic feet per hour or greater.

#### **CHARACTER OF SERVICE**

The service provided hereunder is a pulse generator (dry electrical contact closure) suitable for generating electrical pulses.

For customers not served under Rate Schedule FT or Rider TS-2, a separate pulse generator will be provided for each gas meter installed at the customer's metering site. Each contact closure cycle on a pulse generator represents a pre-determined natural gas volume. The volume will vary at different meter installations, and will thus be communicated to the Customer at the time of installation. Pressure and temperature correcting factors may need to be applied by the Customer.

For customers served under Rate Schedule FT or Rider TS-2, a separate pulse generator will be totalized for gas meters at the customer's metering site. Each contact closure cycle on a pulse generator represents a pre-determined natural gas volume. The volume will vary at different meter installations, and will thus be communicated to the Customer at the time of installation. Pressure and temperature correcting factors are applied to the volumes provided and need not be applied by the Customer.

The Customer shall be responsible for providing and maintaining the necessary and adequate electric and telephone service ("Communication Links") per the Company's specifications.

The Company will provide the pulse generator(s). Customer Installed Equipment is any equipment or wiring installed by the Customer, or someone other than Company acting on behalf of Customer, and could include, but would not be limited to, any device such as a data concentrator, totalizer, programmable logic controller, remote terminal unit, or similar equipment used for the purpose of collecting the pulse data. Customer is responsible for installation of wiring to the pulse generator(s) and is responsible for providing the wetting voltage necessary to generate electrical pulses, as well as all dielectric isolation fittings, surge protection and electrical barriers. The wetting voltage must be a regulated DC voltage of 30 volts or less and 10 mA or less, or as otherwise determined by the

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P.S.C. Gas No. 11, Original Sheet No. 52.1

Standard Rate Rider

**GMPS** 

#### Gas Meter Pulse Service

#### **CHARACTER OF SERVICE** (continued)

Company. If Customer Installed Equipment is located within fifteen (15) feet of any gas pipeline flanges, gas regulators, or gas pressure relief devices; or if gas meters are installed in an enclosed space, then Customer Installed Equipment must be installed in accordance with National Electrical Code Class 1 Division 2 requirements.

A failure of the pulse generator will not be detected by Company on any routine meter reading nor necessarily during other operations. Therefore, Customer is required to recognize and report any problems with the pulse generator.

RATE

In addition to any other charges set forth herein, the following charges shall apply:

For Customers Served Under Rate Schedule FT or Rider TS-2:

Monthly Charge:

\$ 7.17

For Customers Not Served Under Rate Schedule FT or Rider TS-2: Monthly Charge:

\$24.34

If replacement of the Gas Meter(s) is necessary for the installation of a pulse generator, then Customer shall be responsible for the actual meter and meter installation cost of such Gas Meter(s). Customer shall be responsible for making at its cost any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in the event a replacement Gas Meter is necessary or as otherwise required by Company to facilitate this service.

#### SPECIAL TERMS AND CONDITIONS

 Service under this rider will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.

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2. All Customer Installed Equipment shall be owned, maintained and operated by Customer at its sole cost, including the installation thereof. Dielectric isolation fittings, surge protection and electrical barriers will be used by Customer at Customer's cost when connecting to Company's meter facilities. There may be instances where Company determines, in its sole discretion, that dielectric isolation fittings are not necessary. If such fittings are not determined to be necessary, Company shall notify the Customer in writing. All connections of Customer Installed Equipment to Company facilities and equipment will be made by Company or witnessed by Company's representatives. If applicable, all of Customer's Installed Equipment must be installed within fifty feet of Company's metering telemetry equipment. The Company has the right to inspect Customer's installed equipment, prior to initiating the pulse out service, but has no obligation to do so, and in conducting any inspection the Company is not undertaking or accepting any obligation, responsibility or duty whatsoever with regard to Customer Installed Equipment.

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P.S.C. Gas No. 11, Original Sheet No. 52.2

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Standard Rate Rider

# GMPS Gas Meter Pulse Service

#### SPECIAL TERMS AND CONDITIONS (continued)

- 3. Customer agrees and understands that pulse data generated by service under this tariff shall not be used for purposes of billing by Company for natural gas volumes used by the Customer. Furthermore, Customer agrees and understands the pulse generator(s) supplied do not represent a rate of flow, but only a total volume, and should not be used for process control or other purposes.
- 4. Customer warrants that Customer will not use pulse data in a manner that could result in or create an unsafe condition of any kind or type should the data signal from Company's natural gas metering equipment be lost or inaccurate for any reason whatsoever. Customer further warrants that any installation, operation, maintenance, repair, replacement or removal of Customer Installed Equipment shall not interfere with Company's access to or operation and maintenance of its facilities or equipment.
- 5. Company shall not be required to restore any lost data signal. Company reserves the right to upgrade, change, alter or remove any portion or all of Company's facilities, discontinue the data signal or require removal or disconnection of Customer's Installed Equipment, for any reason and without liability to Customer, with prior written notice to Customer. Customer may report data loss or interruptions during normal working hours to the Company. If Customer fails to comply within the time set forth in Company's written request, Company shall have the right to immediately remove Customer Installed Equipment without liability to Customer, and Customer shall reimburse Company for the actual cost of removing said Equipment. All costs associated with responding to Customer's calls and problems relating to service hereunder (including but not limited to call-out, overtime and call-back) shall be paid by Customer upon receipt of Company's invoice.
- 6. Company makes no representation and provides no warranty or guarantee relating to the operation of, or accuracy or availability of, the data signal provided through Company's equipment. Data received is for informational purposes only, and Company shall not be liable for Customer's use of Company's equipment or data taken therefrom for any purpose.
- Either party may terminate service under this Rate Schedule upon sixty (60) days prior written notice.
   Customer shall immediately disconnect and remove Customer's Installed Equipment upon termination, or shall request Company to do so at Customer's sole cost.
- 8. Customer shall indemnify, defend and hold Company, its parents, affiliates and subsidiaries and their officers, directors, and employees harmless, to the extent allowed by law, from and against any and all claims, suits, causes of action, liabilities, losses, damages, penalties, fines, fees, assessments, costs and expenses (including attorney's fees and costs incurred in any action or proceeding between Company and Customer or Company and a third party) whatsoever for damages to property or injuries or death to persons (including but not limited to Company's and/or Customer's employees or contractors), arising directly or indirectly from the installation, operation, maintenance, repair, removal, or use of Customer Installed Equipment or involving any inaccurate pulse data or the reliance of Customer or any third party on any pulse data provided pursuant to service hereunder.

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P.S.C. Gas No. 11, Original Sheet No. 59

Standard Rate Rider

PS-TS-2 Pooling Service – Rider-TS-2

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available to TS-2 Pool Managers.

Service under this rider shall not be available for new pool managers until the November 1 following the effective date of this rider.

For the purpose of this rider, a "TS-2 Pool Manager" is defined as an entity which has been appointed by a customer or group of customers served under Rider TS-2 to perform the functions and responsibilities of requesting and receiving information, nominating supply, and other related duties. A customer served under Rider TS-2 must join a Rider PS-TS-2 pool managed by a third-party Pool Manager.

#### RATE

In addition to any charges billed directly to TS-2 Pool Manager as a result of the application of this rider or to Customer as a result of the application of Rider TS-2, the following charge shall apply to the TS-2 Pool Manager:

PS-TS-2 Pool Administrative Charge: \$75 per Customer in TS-2 Pool per month

**Other:** In the event that TS-2 Pool Manager is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Pipeline Transporter, then TS-2 Pool Manager shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

#### **CHARACTER OF SERVICE**

Service under this rider allows a TS-2 Pool Manager to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full requirements of one or more transportation customers that comprise a PS-TS-2 Pool.

The TS-2 Pool Manager will be responsible for arranging for volumes of transportation gas to meet the daily and monthly requirements of the Customers in the TS-2 Pool.

The TS-2 Pool Manager must secure its own upstream capacity from Pipeline Transporter to meet the requirements of the Customers in the TS-2 Pool, up to the total Maximum Daily Quantity of the Customers who are in the TS-2 Pool.

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Standard Rate Rider

PS-TS-2 Pooling Service – Rider TS-2

#### **ACTION ALERTS**

Company shall have the right to issue an Action Alert ("AA") which will require actions by the TS-2 Pool Manager to alleviate conditions that, in the sole judgment of Company, jeopardize the operational integrity of Company's system. It is the responsibility of the Pool Manager, not Company, to convey an AA to Customers in its TS-2 Pool. Pool Manager shall be responsible for complying with the directives contained in the AA.

Notice of an AA shall be provided to TS-2 Pool Manager at least eighteen (18) hours prior to the beginning of the gas day for which the AA is in effect. In the case of a TS-2 Pool Manager with one (1) or more Rider TS-2 customers served under Rate DGGS, the notice of an AA shall be provided to TS-2 Pool Manager at least four (4) hours prior to the beginning of the gas day for which the AA is in effect. TS-2 Pool Manager shall respond to an AA by adjusting its deliveries to Company's system as directed in the AA within the specified timeframe.

Upon issuance of an AA, Company will direct TS-2 Pool Manager to deliver to Company from 0% to 100% of the total MDQ of those Customers in the TS-2 Pool (the PMDQ as defined hereafter). Each Mcf delivered by TS-2 Pool Manager that differs (either more or less) from the volume specified in the AA shall be subject to an Action Alert Charge.

Company may, in its sole discretion, issue an AA to an individual Pool Manager taking service under Rider PS-TS-2 without issuing an AA to all Pool Managers taking service under Rider PS-TS-2.

The Action Alert Charge per Mcf shall be equal to \$5.00 plus the higher of the following: either (a) the daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the AA was violated, or (b) the daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the AA was violated. Such Action Alert Charge shall be in addition to any other charges under this rider.

Company will not be required to provide service under this rider for any TS-2 Pool Manager that does not comply with the terms or conditions of an AA. Payment of Action Alert Charges hereunder shall not be considered an exclusive remedy for failure to comply with an AA, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

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Standard Rate Rider

PS-TS-2 Pooling Service – Rider TS-2

#### **IMBALANCES**

Company will calculate on a daily and monthly basis the TS-2 Pool Manager's imbalance resulting from the difference between the metered usage of the Customers in the TS-2 Pool and the volumes that the TS-2 Pool Manager has delivered into Company's system for the Customers in the TS-2 Pool. This will be calculated as follows:

Imbalance = Metered Usage - Delivered Volumes

Company will also determine the imbalance percentage. This percentage will be calculated as follows:

(Metered Usage - Delivered Volumes)
Imbalance % = \_\_\_\_\_

**Delivered Volumes** 

The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by the Pipeline Transporter as adjusted for local time.

#### **CASH-OUT PROVISION FOR MONTHLY IMBALANCES**

The cash-out provision shall be applied against the aggregate volume of all Customers in a specific TS-2 Pool. The TS-2 Pool Manager will be responsible for the payment of the cash-out charges incurred by the TS-2 Pool as a result of imbalances under Rider TS-2.

If the monthly imbalance is negative (an over-delivery into Company's system), Company shall purchase the monthly imbalance from TS-2 Pool Manager at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the lower of the following: either (a) the lowest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the lowest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on the TS-2 Pool Manager's monthly negative imbalance percentage to be applied as follows:

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Standard Rate Rider

PS-TS-2 Pooling Service – Rider TS-2

#### **CASH-OUT PROVISION FOR MONTHLY IMBALANCES** (continued)

When Total Net	The following percentage
Negative Balance	shall be multiplied by the
Percentage is:	above-determined amount:
00/ 1- 450/	4000/

0% to ≤5% 100% >5% to ≤10% 90% >10% to ≤15% 80% >15% to ≤20% 70% >20% 60%

If the monthly imbalance is positive (an under-delivery into Company's system), TS-2 Pool Manager shall purchase the monthly imbalance from Company at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on the TS-2 Pool Manager's monthly imbalance percentage to be applied as follows:

When Total Net Positive Imbalance Percentage is:	The following percentage shall be multiplied by the above-determined amount:
0% to <u>&lt;</u> 5%	100%
>5% to <10%	110%
>10% to <15%	120%
>15% to <20%	130%
>20%	140%

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Standard Rate Rider

PS-TS-2 Pooling Service – Rider TS-2

#### **CASH-OUT PROVISION FOR MONTHLY IMBALANCES** (continued)

The monthly imbalance percentages stated above will be used to calculate the cash-out price for imbalances that fall within each category. For example, a TS-2 Pool Manager with a negative monthly imbalance percentage of 9% will cash-out at the 0% to 5% price for 5% of the imbalance and at the 5% to 10% price for 4% of the imbalance.

All such adjustments shall be shown and included on the TS-2 Pool Manager's bill. The billing of these charges shall not be construed as a waiver by Company of any other rights or remedies it has under law, the regulations of the PSC of Kentucky, or this rate schedule, nor shall it be construed as an exclusive remedy for failure to comply with the provisions of this rider.

#### **VARIATIONS IN MMBTU CONTENT**

All gas delivered by Company will be measured and billed on an Mcf basis. Pipeline Transporter delivers to and bills Company on an MMBtu basis. The reconciliation of the actual deliveries by Pipeline Transporter and the Customer's estimated deliveries by Pipeline Transporter occurs through the operation of the monthly cash-out provision. Changes in billings of the cash-out provision caused by variations in the MMBtu content of the gas shall be corrected on the following bill

#### NOMINATIONS AND NOMINATED VOLUME

As further described below, TS-2 Pool Manager shall specify to Company the daily volume of gas required by the Customers in the TS-2 Pool. Such volume shall be stated in Mcf/day and converted to MMBtu/day.

At least ten (10) days prior to the beginning of each calendar month, TS-2 Pool Manager shall provide Company with a schedule setting forth daily volumes of gas to be delivered into Company's system for the Pool Manager's TS-2 Pool.

Any changes in nominated volumes, as well as any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by TS-2 Pool Manager to Company no later than 10:00 a.m. Eastern Clock Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from TS-2 Pool Manager daily nominations or changes thereto that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company.

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P.S.C. Gas No. 11, Original Sheet No. 59.5

Standard Rate Rider

PS-TS-2 Pooling Service – Rider TS-2

#### NOMINATIONS AND NOMINATED VOLUME (continued)

Such volumes nominated by TS-2 Pool Manager shall include an allowance for Company's system average lost and unaccounted for gas ("LAUFG") expressed as a percentage and based on historical levels. Effective November 1, 2016, such LAUFG percentage is 2.69%. Such LAUFG percentage shall be revised annually each November 1 with notice provided to TS-2 Pool Manager at least thirty (30) days prior to such November 1. The volumes delivered by the TS-2 Pool Manager to Company for redelivery to Customers in the TS-2 Pool will be increased by TS-2 Pool Manager to cover the effective LAUFG percentage. For example, if the Customers in a TS-2 Pool require 325 Mcf on a given day, and the LAUFG percentage is 5.0%, then the Mcf nominated shall be 342 Mcf [325 / (1 - 0.05)]. The 342 Mcf shall be converted to MMBtu using a standard conversion factor as may be specified by Company from time to time. Such amount does not include any retention by the Pipeline Transporter. The volume nominated by the TS-2 Pool Manager to cover LAUFG shall not be considered in determining whether or not the TS-2 Pool Manager has exceeded the Pool Maximum Daily Quantity ("PMDQ") for the TS-2 Pool.

#### SUPPLIER CODE OF CONDUCT

Each PS-TS-2 Pool Manager participating in the Company's transportation program under Rider PS-TS-2 must:

- communicate to participating Customers in clear, understandable terms the Customer's rights
  and responsibilities. This communication must include (a) the PS-TS-2 Pool Manager's
  customer service address and local or toll-free telephone number; and (b) a statement
  describing the PS-TS-2 Pool Manager's dispute resolution procedures;
- provide in writing pricing and payment terms that are clearly defined and understandable and that inform consumers whether the price that the Customer will pay is inclusive or exclusive of applicable taxes, and Company approved tariff riders and surcharges;
- refrain from engaging in communications or promotional practices which are fraudulent, deceptive, or misleading;
- deliver gas to the Company on a firm basis on behalf of the Customers enrolled in the PS-TS-2 Pool Manager's pool in accordance with the requirements of the PS-TS-2 Pool Management Agreement;

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Standard Rate Rider

PS-TS-2 Pooling Service – Rider TS-2

#### SUPPLIER CODE OF CONDUCT

- 5. establish and maintain a credit-worthy financial position that enables PS-TS-2 Pool Manager to indemnify the Company and the Customers for costs incurred as a result of any failure by the PS-TS-2 Pool Manager to deliver gas in accordance with the requirements of Rider PS-TS-2 and to assure payment of any applicable charges for any such failure;
- 6. refrain from requesting customer-specific billing, payment, and usage history without first having received the Customer's written approval allowing PS-TS-2 Pool Manager to access such information.

Failure to fulfill any of these obligations shall be considered a violation of the Supplier Code of Conduct.

If the PS-TS-2 Pool Manager fails to comply with the Supplier Code of Conduct, the Company will have the discretion to temporarily suspend or terminate such PS-TS-2 Pool Manager from further participation in the transportation program under Rider PS-TS-2. If service to the PS-TS-2 Pool Manager is suspended or terminated, Customer(s) in the PS-TS-2 Pool Manager's Pool will be returned to sales service under the applicable rate schedule (CGS, IGS, DGGS, or AAGS) until said Customer(s) join another PS-TS-2 Pool Manager's Pool. If the Company seeks to suspend or terminate service to a PS-TS-2 Pool Manager, Company shall first notify the PS-TS-2 Pool Manager of the alleged violations which merit suspension or termination. Such notice must be in writing and must be sent to the PS-TS-2 Pool Manager as specified in the notice provisions of the PS-TS-2 Pool Management Agreement at least five (5) business days prior to the effective date of the suspension or termination.

### SPECIAL TERMS AND CONDITIONS

- 1. No customer shall participate in a TS-2 Pool that does not individually meet the conditions set forth in the "Availability of Service" under Rider TS-2, and no Customer shall participate in more than one pool concurrently. Except as provided for in Section 4 below, no Customer may transfer from one TS-2 Pool to another more frequently than once during a Contract Year.
- 2. To receive service hereunder, the PS-TS-2 Pool Manager shall enter into a PS-TS-2 Pool Management Agreement with Company. The PS-TS-2 Pool Management Agreement shall set forth the specific obligations of the TS-2 Pool Manager and Company under this rider.

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Standard Rate Rider

PS-TS-2 Pooling Service – Rider TS-2

#### SPECIAL TERMS AND CONDITIONS (continued)

The TS-2 Pool Manager shall submit a signed PS-TS-2 Pool Management Agreement at least thirty (30) days prior to the beginning of a billing period when service under this rider shall commence. Company shall notify the TS-2 Pool Manager of the date when service hereunder will commence. The Customers in the TS-2 Pool shall be set forth in Exhibit A of the PS-TS-2 Pool Management Agreement. In order to join a TS-2 Pool, Customer must have designated in writing its TS-2 Pool Manager as its agent pursuant to Rider TS-2. In order to modify the Customers in the pool, the Pool Manager must request a revised Exhibit A from Company and execute and return said exhibit at least thirty (30) days prior to the beginning of the billing period for which the change is to become effective.

The PMDQ shall be set forth in the Pool Management Agreement. The PMDQ shall be equal to the total of the MDQs of all the Customers in the TS-2 Pool. Company is not obligated to accept volumes for re-delivery on any day in excess of the PMDQ.

- 3. The TS-2 Pool Manager shall upon request of Company agree to maintain an irrevocable letter of credit or such other financial instrument satisfactory to Company in order to assure TS-2 Pool Manager's performance of its obligations under the PS-TS-2 Pool Management Agreement. In determining the level of the bond or other security to be required of a TS-2 Pool Manager, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customers in the TS-2 Pool, the general creditworthiness of the TS-2 Pool Manager, and the TS-2 Pool Manager's prior credit record with Company, if any. In the event that the TS-2 Pool Manager defaults on its obligations under this rider or the PS-TS-2 Pool Management Agreement, Company shall have the right to use the proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy TS-2 Pool Manager's obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the PS-TS-2 Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.
- 4. The PS-TS-2 Pool Management Agreement may be terminated by Company upon thirty (30) days written notice if a TS-2 Pool Manager fails to meet any condition of this rider and/or Rider TS-2. The PS-TS-2 Pool Management Agreement may also be terminated by Company upon thirty (30) days written notice if the TS-2 Pool Manager has payments in arrears. Written notice of termination of the PS-TS-2 Pool Management Agreement shall be provided both to the TS-2 Pool Manager and to the individual Customers in the TS-2 Pool by Company.

Customers in the TS-2 Pool will be returned to sales service under the applicable rate schedule (CGS, IGS, <u>DGGS</u>, or AAGS), or will be allowed to enroll in another TS-2 Pool.

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Standard Rate Rider

PS-TS-2 Pooling Service – Rider TS-2

#### SPECIAL TERMS AND CONDITIONS (continued)

- 5. Company shall directly bill the TS-2 Pool Manager for the PS-TS-2 Pool Administrative Charge, Action Alert Charges, and cash-out charges or payments contained in Rider TS-2. The monthly bill will be rendered at these net charges plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within fifteen (15) days from the date of the bill. If payment is not made within twenty-seven (27) days from the date of the bill then the TS-2 Pool Manager will be considered in default.
- 6. Company shall directly bill the individual Customers in the TS-2 Pool for all Administrative Charges, Distribution Charges, <u>Demand Charges</u>, <u>Pipeline Supplier's Demand Component Charges</u>, Gas Cost True-Up Charges, Basic Service Charges, Minimum Annual Threshold Charges, Monthly Telemetry Charges, and other remote metering charges, as provided for in either Rider TS-2 or Customer's otherwise applicable sales rate schedule to which Rider TS-2 is a rider.
- All volumes of natural gas received by Company for Customer shall meet the specifications established by Pipeline Transporter.
- 8. Pool Manager shall enter into a Website Subscriber Agreement if Pool Manager desires to access telemetry data.

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Standard Rate Rider

PS-FT Pooling Service - Rate FT

#### **APPLICABLE**

In all territory served.

#### AVAILABILITY OF SERVICE

Available to "FT Pool Managers".

For the purpose of this rider, a "FT Pool Manager" is defined as an entity which has been appointed by a customer or group of customers served under Rate FT to perform the functions and responsibilities of requesting and receiving information, nominating supply, and other related duties.

#### RATE

In addition to any charges billed directly to FT Pool Manager as a result of the application of this rider or to Customer as a result of the application of Rate FT, the following charge shall apply to FT Pool Manager:

PS-FT Pool Administrative Charge: \$75 per Customer in FT Pool per month

Other: In the event that FT Pool Manager is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Pipeline Transporter, then FT Pool Manager shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

#### CHARACTER OF SERVICE

Service under this rider allows an FT Pool Manager to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full requirements of one or more firm transportation customers that comprise a PS-FT Pool. Company may, in its sole discretion, issue an OFO to an individual Customer or an individual Pool Manager taking service under Rider PS-FT without issuing an OFO to all Customers taking service under Rate FT or without issuing an OFO to all Pool Managers taking service under Rider PS-FT. It is the responsibility of the FT Pool Manager to convey OFOs to Customers in its FT Pool.

The FT Pool Manager will be responsible for arranging for volumes of transportation gas to meet the daily and monthly requirements of Customers in the FT Pool. The FT Pool Manager shall be subject to the same nomination deadlines as set forth in Rate FT. The Daily Utilization Charge, OFO Penalty and cash-out provision of Rate FT shall be applied against the aggregate volume of all Customers in a specific FT Pool. The FT Pool Manager will be responsible for the payment of the PS-FT Pool Administrative Charge and any Daily Utilization Charges, OFO penalties or monthly cash-out payments incurred by a specific FT Pool as a result of imbalances under Rate FT.

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Standard Rate Rider

PS-FT Pooling Service – Rate FT

#### **CHARACTER OF SERVICE** (continued)

Company shall issue an Operational Flow Order as set forth in Rate FT to the FT Pool Manager during periods when service cannot be provided to meet daily imbalances.

#### **VARIATIONS IN MMBTU CONTENT**

All gas delivered by Company will be measured and billed on an Mcf basis. Pipeline Transporter delivers to and bills Company on an MMBtu basis. The reconciliation of the actual deliveries by Pipeline Transporter and the Customer's estimated deliveries by Pipeline Transporter occurs through the operation of the monthly cash-out provision. Changes in billings of the cash-out provision caused by variations in the MMBtu content of the gas shall be corrected on the following bill.

#### SPECIAL TERMS AND CONDITIONS

- No customer shall participate in an FT Pool that does not individually meet the conditions set forth in the "Availability of Service" under Rate FT, and no customer shall participate in more than one FT Pool concurrently. Unless a Customer meets the provisions of the Remote Metering requirement under Rate FT, that Customer shall not participate in an FT Pool.
- 2. To receive service hereunder, the FT Pool Manager shall enter into a PS-FT Pool Management Agreement with Company and shall submit a PS-FT Application/Agency Agreement for each Customer in the FT Pool, signed by both Customer and its FT Pool Manager. The PS-FT Pool Management Agreement shall set forth the specific obligations of the FT Pool Manager and Company under this rider. The PS-FT Application/Agency Agreement shall set forth the Customers in the FT Pool.

The FT Pool Manager shall submit a signed PS-FT Pool Management Agreement and a PS-FT Application/Agency Agreement for each Customer in the FT Pool at least thirty (30) days prior to the beginning of a billing period when service under this rider shall commence. Company shall notify the FT Pool Manager of the date when service hereunder will commence. A Customer who terminates service under this rider or who desires to change FT Pool Managers shall likewise provide Company with a written notice at least thirty (30) days prior to the end of a billing period.

The Pool Maximum Daily Quantity ("PMDQ") shall be set forth in the Pool Management Agreement. The PMDQ shall be equal to the total of the MDQs of all the Customers in the FT Pool. Company is not obligated to accept volumes for re-delivery on any day in excess of the PMDQ

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 61.2

Т

Standard Rate Rider

#### PS-FT Pooling Service - Rate FT

#### SPECIAL TERMS AND CONDITIONS (continued)

- 3. The FT Pool Manager shall upon request of Company agree to maintain an irrevocable letter of credit, or such other financial instrument satisfactory to Company in order to assure FT Pool Manager's performance of its obligations under the PS-FT Pool Management Agreement. In determining the level of the bond or other security to be required of an FT Pool Manager, Company shall consider such factors, including, but not limited to, the following: the natural gas to be transported on behalf of Customers in the FT Pool, the general creditworthiness of the FT Pool Manager, and the FT Pool Manager's prior credit record with Company, if any. In the event that the FT Pool Manager defaults on its obligations under this rider or the PS-FT Pool Management Agreement, Company shall have the right to use the proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy FT Pool Manager's obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the PS-FT Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.
- 4. The FT Pool Manager shall provide Company with the written consent, in the form of a PS-FT Application/Agency Agreement, of all Customers to any change in the composition of the Customers in the FT Pool at least thirty (30) days prior to the beginning of the first billing period that would apply to the modified FT Pool Such written consent for existing Customers in the FT Pool to any change in the composition of the FT Pool may be made by the FT Pool Manager as Agent for the current Customers in the FT Pool. Without exception, any new Customer in the FT Pool must provide its own written consent in the form of a PS-FT Application/Agency Agreement.
- 5. The PS-FT Pool Management Agreement may be terminated by Company upon thirty (30) days written notice if an FT Pool Manager fails to meet any condition of this rider and/or Rate FT. The PS-FT Pool Management Agreement may also be terminated by Company upon thirty (30) days written notice if the FT Pool Manager has payments in arrears. Written notice of termination of the PS-FT Pool Management Agreement shall be provided both to the FT Pool Manager and to the individual Customers in the FT Pool by Company.
- Company shall directly bill the FT Pool Manager for the PS-FT Pool Administrative Charge, Utilization Charge for Daily Imbalances, cash-out charges or payments, and OFO Charges contained in Rate FT. The bill will be rendered at these net charges plus an amount equivalent to 1% thereof, which amount will be deducted provided bill is paid within fifteen (15) days from the date of the bill. If payment is not made within twenty seven (27) days from the date of the bill, then the FT Pool Manager will be considered in default.
- 7. Company shall directly bill the individual customers in the FT Pool for all Distribution Charges, Administrative Charges, Gas Cost True-Up Charges, Minimum Daily Threshold Charges, and remote metering charges or payments provided for in Rate FT.
- Pool Manager shall enter into a Website Subscriber Agreement if Pool Manager desires to access telemetry data.

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/s/ Robert M. Conroy, Vice President State Regulation and Rates

Louisville, Kentucky

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Deleted: November 23, 2016

Deleted: January 1, 2017

P.S.C. Gas No. 11, Original Sheet No. 62

Standard Rate Rider

EF Excess Facilities

#### **APPLICABILITY**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rider is available for nonstandard service facilities which are considered to be in excess of the standard facilities that would normally be provided by Company. This rider does not apply to main extensions or to other facilities which are necessary to provide basic gas service. Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term. Customers currently being served under the Excess Facilities Rider pursuant to Original Sheet No. 52 of LG&E's Tariff PSC. of Ky. Gas No. 6, shall continue to be served thereunder.

#### **DEFINITION OF EXCESS FACILITIES**

Excess facilities are equipment and devices which are installed in addition to or in substitution for the normal facilities required to render basic gas service and where such facilities are dedicated to a specific customer. Applications of excess facilities include, but are not limited to, redundant gas regulator capacity; gas filters/separators; odorant removal systems; gas compression equipment; indirect heaters; gas purification systems; additional facilities required for the customer to take service from a high-pressure gas line; and any other equipment/systems not normally installed to provide gas service to a customer.

#### **EXCESS FACILITIES CHARGE**

Company shall provide normal operation and maintenance of the excess facilities. Should the facilities suffer failure, Company will provide for replacement of such facilities and the monthly charge will be adjusted to reflect the installed cost of the replacement facilities. No adjustment in the monthly charge for a replacement of facilities will be made during the initial five (5) year term of contract.

Customer shall pay for excess facilities by:

(a) making a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With No Contribution-in-Aid-of-Construction

1.24%

(b) making a one-time Contribution-in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With Contribution-in-Aid-of-Construction

0.47%

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 62.1

Standard Rate Rider

EF ...

### **Excess Facilities**

#### **PAYMENT**

The Excess Facilities Charges shall be incorporated with the bill for gas service and will be subject to the same payment provisions.

### **TERM OF CONTRACT**

The initial term of contract to Customer under this schedule shall be not less than five (5) years. The term shall continue automatically until terminated by either party upon at least one (1) month's written notice.

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P.S.C. Gas No. 11, Original Sheet No. 63

Standard Rate Rider

**Natural Gas Vehicle Service** 

#### APPLICABLE

In all territory served.

#### **AVAILABILITY OF SERVICE**

Applicable to municipal, utility, corporate and other fleet operators and public fueling stations meeting the qualifications of, and served under, either Rate IGS or Rate FT for the sole purpose of providing natural gas for use as a fuel in vehicular internal combustion engines. Availability of gas service under this rate schedule shall be determined by Company on a case-by-case basis, which determination shall be within Company's sole discretion. Company shall not be obligated to make modifications or additions to its gas system to serve loads under this Rider.

Service provided under this Rider shall be separately metered. Service for any use of natural gas other than as natural gas for vehicle fuel, such as space heating, water heating, or any direct processing or boiler fuel use, is not permitted under this Rider or through the meter through which service under this Rider is provided.

#### CHARACTER OF SERVICE

Company will provide Customer with uncompressed natural gas pursuant to either Rate IGS or Rate FT, as applicable. A customer served under Rate IGS that meets the qualifications for service under Rider TS-2 may also transport gas pursuant to Rider TS-2.

Customer shall be responsible for installing, owning, and maintaining all facilities required to operate its fueling station.

The compression of natural gas to the pressure required for use as a motor vehicle fuel will be conducted by Customer using facilities installed, owned and operated by Customer.

The rates, provisions, and special terms and conditions of Rate IGS, Rider TS-2, or Rate FT as applicable to the Customer shall apply.

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Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 63.1

Standard Rate Rider

NGV **Natural Gas Vehicle Service** 

#### SPECIAL TERMS AND CONDITIONS

- 1. Service will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
- 2. Company reserves the right to inspect customer's premises to ensure gas provided pursuant to this Rider is only used for vehicular fuel. Any other use of gas by Customer may result in termination of service.
- 3. Service under this Rider shall be performed under a written contract between Customer and Company containing such provisions regarding delivery pressure, indemnification, and other matters as the Company deems necessary or desirable with respect to a particular customer.
- 4. Customer shall be responsible for and shall reimburse the Company for all taxes (including, but not limited to, any motor vehicle taxes) payable by the Company to any governmental body on sales of gas and/or for services rendered under this Rider. Customer shall be solely responsible for the reporting and payment of all applicable federal and state motor fuel taxes including, but not limited to, any federal special fuel excise tax and any state motor fuel tax.
- 5. The Resale of Gas provision set forth in the Company's Terms and Conditions shall not apply to service provided under this Rider. Customer may resell gas received from Company under this Rider for use as a fuel in vehicular internal combustion engines.
- 6. Customer is solely responsible for compliance with codes and standards, permitting requirements, regulations, and laws related to the use of compressed natural gas and the operation of a natural gas vehicle fueling station, whether as a fleet operation or as a public fueling station. Company is not responsible for vehicle fueling.

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/s/ Robert M. Conroy, Vice President ISSUED BY:

State Regulation and Rates Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 84

**Adjustment Clause** 

GLT Gas Line Tracker

#### **APPLICABLE**

Applicable to all customers receiving service under the Company's Rate Schedules RGS, VFD, CGS, IGS, AAGS, FT, SGSS, DGGS, and LGDS.

#### CALCULATION OF THE GAS LINE TRACKER REVENUE REQUIREMENT

The GLT Revenue Requirement includes the following:

- a. GLT related Plant In-Service not included in base gas rates minus the associated GLT related accumulated depreciation and accumulated deferred income taxes;
- b. Retirement and removal of plant related to GLT construction;
- The rate of return on the net rate base is the overall rate of return on capital authorized in the Company's latest base gas rate case, grossed up for federal and state income taxes;
- d. Depreciation expense on the GLT-related Plant In-Service less retirement and removals;
- e. Incremental Operation and Maintenance; and
- f. Property Taxes

#### **GLT PROGRAM FACTORS**

After the Company replaces a gas service riser or a gas service line under this program, it will assume ownership and responsibility for the plant and equipment. The allocation of the program cost to customers will be in proportion to their relative base revenue share approved in the Company's most recent general rate case.

A filing to update the projected program costs will be submitted annually. The filing will reflect the anticipated impact on the Company's revenue requirements of net plant additions expected during the current year. At the same time, the Company will submit a balancing adjustment to true up the actual costs with the projected program costs for the preceding year. Such adjustment to the GLT will become effective for services rendered on and after the first day of the following month after the effective date of such change.

ter the effective date T
T
Transmission T/N
Projects T/N
(\$/Ccf) T/N

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**RATES** (\$/delivery point)
The charges for the respective gas service schedules are:

RGS – Residential Gas Service VFD – Volunteer Fire Department Service CGS – Commercial Gas Service	\$ <u>0.72</u> <u>0.72</u>	\$0.00067 0.00067 0.00051	R/N - R/N - R/N
IGS – Industrial Gas Service AAGS – As-Available Gas Service	44.27, 44.27,	0.00020 0.00020	R/N R/N
SGSS - Substitute Gas Sales Service	3.56,	0.00051	N
DGGS – Distributed Generation Gas Service	44.27	0.00020	Ì/N~
FT – Firm Transportation Service	N/A	0.00003	Ň×.
LGDS – Local Gas Delivery Service	N/A	0.00003	N

Distribution

**Projects** 

Deleted: 0.84	
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Deleted: 4.26	
Deleted: 48.86	
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/s/ Robert M. Conroy, Vice President

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P.S.C. Gas No. 11, Original Sheet No. 85

**Adjustment Clause** 

GSC Gas Supply Clause

#### **APPLICABLE TO**

All gas sold.

### **GAS SUPPLY COST COMPONENT (GSCC)**

Gas Supply Cost \$0.42144\_ Deleted: 0.40675

Gas Cost Actual Adjustment (GCAA) 0.00561 Deleted: 0.00259

Gas Cost Balance Adjustment (GCBA) (0.00131) Deleted: 0.00088

Refund Factors (RF) continuing for twelve months from the effective date of each or until Company has discharged its refund obligation thereunder:

None

Performance-Based Rate Recovery Component (PBRRC) 0.00376 Deleted: 0.00296

Total Gas Supply Cost Component Per 100 Cubic Feet (GSCC) \$0.42950 Deleted: 0.41142

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Public Service Commission in Case No. 2016-00428 dated January 20, 2017

P.S.C. Gas No. 11, Original Sheet No. 85.1

**Adjustment Clause** 

GSC Gas Supply Clause

The bill amount computed under each of the rate schedules to which this Gas Supply Clause is applicable shall include a Gas Supply Cost Component per 100 cubic feet of consumption calculated for each three-month period in accordance with the following formula:

GSCC = Gas Supply Cost + GCAA + GCBA + RF + PBRRC

where:

Gas Supply Cost is the expected average cost per 100 cubic feet for each three-month period (beginning February 1, May 1, August 1, or November 1, as the case may be) determined by dividing the sum of the monthly gas supply costs by the expected deliveries to customers. Monthly gas supply cost is composed of the following:

- (a) Expected purchased gas costs (gas supply and pipeline transportation) for system supply, minus
- (b) Portion of such expected purchased gas costs expected to be used for non-Gas Department purposes, minus
- (c) Portion of such expected purchased gas cost expected to be injected into underground storage, plus
- (d) Expected underground storage withdrawals at the average unit cost of working gas contained therein:

(GCAA) is the Gas Cost Actual Adjustment per 100 cubic feet which compensates for differences between the previous three-month period's expected gas cost and the actual cost of gas during that three-month period, plus net uncollectible gas cost portion of bad debt.

(GCBA) is the Gas Cost Balance Adjustment per 100 cubic feet which compensates for any underor over-collections which have occurred as a result of prior adjustments.

(RF) is the sum of the Refund Factors set forth on Sheet No. 85 of this Tariff.

(PBRRC) is the amount per 100 cubic feet calculated pursuant to the Experimental Performance-Based Rate Mechanism contained in the Adjustment Clause PBR. The PBRRC is determined for each 12-month PBR period ended October 31.

Company shall file a revised Gas Supply Cost Component (GSCC) every three months giving effect to known changes in the wholesale cost of all gas purchases and the cost of gas deliveries from underground storage. The Company may make out-of-time filings when warranted. Such filing shall be made at least thirty (30) days prior to the beginning of each three-month period and shall include the following information:

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P.S.C. Gas No. 11, Original Sheet No. 85.2

**Adjustment Clause** 

#### GSC Gas Supply Clause

- A copy of the tariff rate(s) of Company's pipeline transporter(s) applicable to such threemonth period.
- A statement, through the most recent three-month period for which figures are available, setting out the accumulated costs recovered hereunder compared to actual gas supply costs recorded on the books.
- A statement setting forth the supporting calculations of the Gas Supply Cost and the Gas Cost Actual Adjustment (GCAA) and the Gas Cost Balance Adjustment (GCBA) applicable to such three-month period.

To allow for the effect of Company's cycle billing, each change in the GSCC shall be placed into effect with service rendered on and after the first day of each three-month period.

In the event that Company receives from its supplier a cash refund of amounts paid to such supplier with respect to a prior period, Company will make adjustments in the amounts charged to its customers under this provision, as follows:

- 1. The "Refundable Amount" shall be the amount received by Company as a refund less any portion thereof applicable to gas purchased for electric energy production plus interest at a rate equal to the average of the "3-month commercial paper rate" for the immediately preceding 12-month period, less ½ of 1 percent to cover the cost of refunding in accordance with the Order of the Commission in Case No. 7799-D. Such Refundable Amount shall be divided by the number of hundred cubic feet of gas that Company estimates it will sell to its customers during the twelve-month period which commences with implementation of the next Gas Supply Clause filing, thus determining a "Refund Factor."
- 2. Effective with the implementation of the next Gas Supply Clause filing, Company will reduce, by the Refund Factor so determined, the Gas Supply Cost Component that would otherwise be applicable during the subsequent twelve-month period. Provided, however, that the period of reduced Gas Supply Cost Component will be adjusted, if necessary, in order to refund, as nearly as possible, the Refundable Amount.
- In the event of any large or unusual refunds, Company may apply to the Public Service Commission of Kentucky for the right to depart from the refund procedure herein set forth.

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P.S.C. Gas No. 11, Original Sheet No. 86

**Adjustment Clause** 

DSM

#### **Demand-Side Management Cost Recovery Mechanism**

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is mandatory to Residential Gas Service Rate RGS, Volunteer Fire Department Service Rate VFD, Firm Commercial Gas Service Rate CGS, Firm Industrial Gas Service Rate IGS, As-Available Gas Service Rate AAGS, Substitute Gas Sales Service Rate SGSS, and Firm Transportation Rate FT.

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#### RATE

The monthly amount computed under each of the rate schedules to which this Demand-Side Management Cost Recovery Mechanism is applicable shall be increased or decreased by the DSM Cost Recovery Component (DSMRC) at a rate per 100 cubic feet (Ccf) of monthly gas consumption in accordance with the following formula:

#### DSMRC = DCR + DRLS + DSMI + DBA + DCCR

Where:

#### DCR = DSM COST RECOVERY

The DCR shall include all expected costs that have been approved by the Commission for each twelve-month period for demand-side management programs that have been developed through a collaborative advisory process ("approved programs"). Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees and administrative expenses, will be recovered through the DCR. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated budget from each program. The cost of approved programs shall be divided by the expected Ccf sales for the upcoming twelvemonth period to determine the DCR for such rate class.

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#### DRLS = DSM REVENUE FROM LOST SALES

Revenues from lost sales due to DSM programs implemented on and after the effective date of this tariff will be recovered as follows:

DATE OF ISSUE: XXXX, 2017 Deleted: November 23, 2016

DATE EFFECTIVE: July 1, 2017

Deleted: January 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Gas No. 11, Original Sheet No. 86.1

**Adjustment Clause** 

DSM

#### **Demand-Side Management Cost Recovery Mechanism**

#### DRLS = DSM REVENUE FROM LOST SALES (continued)

- 1. For each upcoming twelve-month period, the estimated reduction in customer usage (in Ccf) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per Ccf for purposes of determining the lost revenue to be recovered hereunder for each customer class. The non-variable revenue requirement is defined as the weighted average price per Ccf of expected Distribution Charge billings for the customer classes.
- 2. The lost revenues for each customer class shall then be divided by the estimated class sales (in Ccf) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenues from lost sales calculated for a twelve-month period shall be included in the DRLS for thirty-six (36) months or until implementation of new rates pursuant to a general rate case. For recovery purposes, the lost sales revenues will be assigned to the rate classes whose programs resulted in the lost sales.

Revenues collected hereunder are based on engineering estimates of energy savings, expected program participation and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the DSM Balance Adjustment (DBA) component.

A program evaluation vendor will be selected to provide evaluation criteria against which energy savings will be estimated for that program. Each program will be evaluated after implementation and any revision of the original engineering estimates will be reflected in both (a) the retroactive true-up provided for under the DSM Balance Adjustment and (b) the prospective future lost revenues collected hereunder.

#### DSMI = DSM INCENTIVE.

For all Energy Impact Programs except Direct Load Control, the DSM incentive amount shall be computed by multiplying the net resource savings expected from the approved programs that are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings. For the Energy Education Program, the DSM incentive amount shall be computed by multiplying the annual cost of the approved program times five (5) percent.

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ISSUED BY:

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 86.2

**Adjustment Clause** 

#### DSM

#### **Demand-Side Management Cost Recovery Mechanism**

#### DSMI = DSM INCENTIVE (continued)

The DSM incentive amount shall be divided by the expected Ccf sales for the upcoming twelvemonth period to determine the DSMI. DSM incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

#### DBA = DSM BALANCE ADJUSTMENT.

The DBA shall be calculated on a calendar year basis and is used to reconcile the difference between the amount of revenues actually billed through the DCR, DRLS, DSMI, DCCR, and previous application of the DBA and the revenues that should have been billed, as follows:

- (1) For the DCR, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the DCR unit charge and the actual cost of the approved programs during the same twelve-month period.
- (2) For the DRLS the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DRLS unit charge and the amount of lost revenues determined for the actual DSM measures implemented during the twelve-month period.
- (3) For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.
- (4) For the DBA, the balance adjustment amount will be determined by calculating the difference between the amount billed during the twelve-month period from application of the DBA unit charges and the balance adjustment amount established for the same twelve-month period.

The balance adjustment amounts determined on the basis of the above paragraphs (1)-(4) shall include interest to be calculated at a rate equal to the average of the "Three-Month Commercial Paper Rate" for the immediately preceding twelve-month period. The balance adjustment amounts, plus interest, shall be divided by the expected Ccf sales for the upcoming twelve-month period to determine the DBA for each rate class. DSM balance adjustment amounts will be assigned for recovery purposes to the rate classes for which over- or under-recoveries of DSM amounts were realized.

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XXXX, 2017

DATE EFFECTIVE: With Bills Rendered On and

After December 31, 2011

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/s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 86.3

**Adjustment Clause** 

#### DSM

### **Demand-Side Management Cost Recovery Mechanism**

#### DCCR = DSM CAPITAL COST RECOVERY

The DCCR component is the means by which the Company recovers its capital investments made for DSM programs, as well as an approved rate of return on such capital investments. The Company calculates the DCCR component as follows:

DCCR = [(RB) (ROR + (ROR - DR) (TR / (1 - TR))] + OE

- a) RB is the total rate base for DCCR projects.
- b) ROR is the overall rate of return on DSM Rate Base (RB).
- c) DR is the composite debt rate (i.e., the cost of short- and long-term debt) embedded in ROR.
- d) TR is the composite federal and state income tax rate that applies to the equity return component of ROR.
- e) OE is the sum of the capital-related operating expenses (i.e., depreciation and amortization expense, property taxes, and insurance expense) of the DSM projects to which DCCR applies.

The Company then allocates the DCCR component to the rate class(es) benefitting from the Company's various DSM-related capital investment(s).

#### CHANGES TO DSMRC

The filing of modifications to the DSMRC that require changes in the DCR component shall be made at least two (2) months prior to the beginning of the effective period for billing. Modifications to other components of the DSMRC shall be made at least thirty (30) days prior to the effective period for billing. Each filing shall include the following information as applicable:

- (1) A detailed description of each DSM program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies that have been performed, as available.
- (2) A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA and DSMRC.

Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.

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State Regulation and Rates Louisville, Kentucky

P.S.C. Gas No. 11, Original Sheet No. 86.4

**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

#### PROGRAMMATIC CUSTOMER CHARGES

#### **Residential Customer Program Participation Incentives:**

The following Demand Side Management programs are available to residential customers receiving service from the Company on the RGS and VFD Standard Gas Rate Schedules.

#### Residential Conservation / Home Energy Performance Program

The on-site audit offers a comprehensive audit from a certified auditor and incentives for residential customers to support the implementation of energy saving measures for a fee of \$25. Customers are eligible for incentives of \$150 or \$1,000 based on customer purchased and installed energy efficiency measures and validated through a follow-up test.

#### Residential Low Income Weatherization Program (WeCare)

The Residential Low Income Weatherization Program (WeCare) is an education and weatherization program designed to reduce energy consumption of LG&E's low-income customers. The program provides energy audits, energy education, and blower door tests, and installs weatherization and energy conservation measures. Qualified customers could receive energy conservation measures ranging from \$0 to \$2,100 based upon the customer's most recent twelve month energy usage and results of an energy audit.

#### **Smart Energy Profile**

The Smart Energy Profile Program provides a portion of LG&E's highest consuming residential customers with a customized report of tips, tools and energy efficiency programming recommendations based on individual household energy consumption. These reports are benchmarked against similar local properties. The report will help the customer understand and make better informed choices as it relates to energy usage and the associated costs. Information presented in the report will include a comparison of the customer's energy usage to that of similar houses (collectively) and a comparison to the customer's own energy usage in the prior year.

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P.S.C. Gas No. 11, Original Sheet No. 86.5

**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

#### PROGRAMMATIC CUSTOMER CHARGES (continued)

#### **Customer Education and Public Information**

This program help customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through three processes: a mass-media campaign, an elementaryand middle-school program, and training for home construction professionals. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.

#### **Commercial Customer Program Participation Incentives:**

The following Demand Side Management programs are available to commercial customers receiving service from the Company on the CGS, IGS, AAGS, SGSS, and FT Standard Gas Rate Schedules.

#### **Customer Education and Public Information**

This program helps customers make sound energy-use decisions, increase control over energy bills and empower them to actively manage their energy usage. Customer Education and Public Information is accomplished through three processes: a mass-media campaign, an elementaryand middle-school program, and training for home construction professionals. The mass media campaign includes public-service advertisements that encourage customers to implement steps to reduce their energy usage. The elementary and middle school program provides professional development and innovative materials to K-8 schools to teach concepts such as basic energy and energy efficiency concepts. The training for home construction professionals provides education about new building codes, standards and energy efficient construction practices which support high performance residential construction.

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P.S.C. Gas No. 11, Original Sheet No. 86.6

**Adjustment Clause** 

DSM

**Demand-Side Management Cost Recovery Mechanism** 

#### **Monthly Adjustment Factors:**

Residential Gas Service Rate RGS and

Volunteer Fire Department Service Rate VFD

DSM Cost Recovery Component (DCR) DSM Revenues from Lost Sales (DRLS)

DSM Incentive (DSMI)

DSM Capital Cost Recovery Component (DCCR)

DSM Balance Adjustment (DBA) Total DSMRC for Rates RGS and VFD

0.00084, per Ccf \$ 0.00000 per Ccf \$ (0.00158) per Ccf

**Energy Charge** 

0.01951, per Ccf

0.00000, per Ccf

\$ <u>0.01877</u> per Ccf

Deleted: 0.01788 **Deleted:** 0.00079

Deleted: 0.00083

Deleted: 0.00866

Deleted: 0.01084

Firm Commercial Gas Service Rate CGS, As-Available Gas Service Rate AAGS,\* and Firm Transportation Service Rate FT\*

DSM Cost Recovery Component (DCR)

DSM Revenues from Lost Sales (DRLS) DSM Incentive (DSMI)

DSM Capital Cost Recovery Component (DCCR)

DSM Balance Adjustment (DBA)

Total DSMRC for Rates CGS, AAGS, and FT

#### **Energy Charge**

0.00099, per Ccf

\$ 0.00000 per Ccf \$ 0.00000 per Ccf

\$ 0.00000 per Ccf

\$ 0.00003, per Ccf \$ 0.00102 per Ccf Deleted: 0.00086

Deleted: (0.00029) Deleted: 0.00057

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/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

Louisville, Kentucky

<sup>\*</sup> This charge does not apply to industrial customers taking service under these rates because the Company currently does not offer industrial DSM programs.

P.S.C. Gas No. 11, Original Sheet No. 87

**Adjustment Clause** 

**PBR** 

#### **Experimental Performance Based Rate Mechanism**

#### **APPLICABLE**

To all gas sold.

### **RATE MECHANISM**

The monthly amount computed under each of the rate schedules to which this Performance Based Ratemaking Mechanism is applicable shall be increased or decreased by the Performance Based Rate Recovery Component (PBRRC) at a rate per 100 cubic feet (Ccf) of monthly gas consumption. Demand costs and commodity costs shall be accumulated separately and included in the Pipeline Supplier's Demand Component and the Gas Supply Cost Component of the Gas Supply Clause (GSC), respectively. The PBRRC shall be determined for each 12-month period ended October 31 during the effective term of this experimental performance based ratemaking mechanism, which 12-month period shall be defined as the PBR period.

The PBRRC shall be computed in accordance with the following formula:

PBRRC = CSPBR + BA
ES

Where:

ES

= Expected Ccf sales, as reflected in Company's GSC filing for the upcoming 12-month period beginning February 1.

**CSPBR** = Company Share of Performance Based Ratemaking Mechanism savings or expenses. The CSPBR shall be calculated as follows:

CSPBR = TPBRR x ACSP

Where:

**TPBRR** = Total Performance Based Ratemaking Results. The TPBRR shall be savings or expenses created during the PBR Period. TPBRR shall be calculated as follows:

TPBRR = (GAIF + TIF + OSSIF)

### <u>GAIF</u>

**GAIF** = Gas Acquisition Index Factor. The GAIF shall be calculated by comparing the total annual Benchmark Gas Costs (**BGC**) for system supply natural gas purchases for the PBR period to the total annual Actual Gas Costs (**AGC**) for system supply natural gas purchases during the same period to determine if any Shared Expenses or Shared Savings exist.

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\_\_\_\_\_\_

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 87.1

**Adjustment Clause** 

PBR

#### **Experimental Performance Based Rate Mechanism**

The BGC shall include the benchmark component as follows:

BGC = TABMGCC

Where:

**TABMGCC** represents the Total Annual Benchmark Gas Commodity Costs and is the annual sum of the monthly Benchmark Gas Commodity Costs (**BMGCC**) of gas purchased for system supply; and

**BMGCC** represents Benchmark Gas Commodity Costs and shall be calculated on a monthly basis and accumulated for the PBR period. BMGCC shall be calculated as follows:

BMGCC = Sum {[SZFQE%i x (APV - PEFDCQ)x SAIi]} + [PEFDCQ x DAI]

Where:

**SZFQE**% is the Supply Zone Firm Quantity Entitlement Percentage derived from Company's firm seasonal entitlements by pipeline and by zone for which indices are posted. The seasonal percentages represent the pro-rata portion of Company's firm lateral and mainline receipt point quantity entitlements by zone for each transportation contract by pipeline.

i represents each supply area.

**APV** is the actual purchased volumes of natural gas for system supply for the month. The APV shall include purchases necessary to cover retention volumes required by the pipeline as fuel.

**PEFDCQ** are the Purchases In Excess of Firm Daily Contract Quantities delivered to Company's city gate. Firm Daily Contract Quantities are the maximum daily contract quantities which Company can deliver to its city gate under its various firm transportation agreements and arrangements.

SAI is the Supply Area Index factor to be established for each supply area in which Company may have firm transportation entitlements used to transport its natural gas purchases and for which price postings are available. The five supply areas are TGT-SL (Texas Gas Transmission - Zone SL), TGT-1 (Texas Gas Transmission - Zone 1), TGT-4 (Texas Gas Transmission - Zone 4), TGPL-0 (Tennessee Gas Pipeline - Zone 0), and TGPL-1 (Tennessee Gas Pipeline - Zone 1).

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 87.2

**Adjustment Clause** 

PBR

#### **Experimental Performance Based Rate Mechanism**

The monthly SAI for TGT-SL, TGT-1, TGT-4, TGPL-0 and TGPL-1 shall be calculated using the following formula:

SAI = [I(1) + I(2) + I(3)] / 3

Where:

I represents each index reflective of both supply area prices and price changes throughout the month in these various supply areas.

The indices for each supply zone are as follows:

#### SAI (TGT-SL)

- ${\rm I}(1)$  is the average of weekly Natural Gas Week postings for Louisiana, Gulf Coast, Onshore as Delivered to Pipeline.
- ${\rm I}(2)$  is the Platts Gas Daily midpoint postings for Louisiana Onshore South, Texas Gas, Zone SL averaged for the month.
- I(3) is the Platts Inside FERC's Gas Market Report first-of-the-month posting for Texas Gas, Zone SL.

#### SAI (TGT-1)

- I(1) is the average of weekly *Natural Gas Week* postings for Louisiana, North as Delivered to Pipeline.
- I(2) is the <code>Platts Gas Daily</code> midpoint postings for East Texas North Louisiana Area, Texas Gas, zone 1 averaged for the month.
- I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for Texas Gas, Zone 1.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 87.3

**Adjustment Clause** 

#### PBR

#### **Experimental Performance Based Rate Mechanism**

#### SAI (TGT-4)

- I(1) is the average of weekly *Natural Gas Week* postings for Spot Prices on Interstate Pipeline Systems for Appalachia, Lebanon Hub.
- I(2) is the *Platts Gas Daily* midpoint postings for Appalachia Lebanon Hub averaged for the month.
- I(3) is the  ${\it Platts\ Inside\ FERC's\ -\ Gas\ Market\ Report\ first-of-the-month\ posting\ for\ Northeast,\ Lebanon\ Hub.}$

#### SAI (TGPL-0)

- I(1) is the average of weekly Natural Gas Week postings for Texas, Gulf Coast, Onshore Delivered to Pipeline.
- I(2) is the <code>Platts Gas Daily</code> midpoint postings for South Corpus Christi, Tennessee, Zone 0 averaged for the month.
- I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for Tennessee, Texas, Zone 0.

### SAI (TGPL-1)

- I(1) is the average of weekly *Natural Gas Week* postings for Louisiana, Gulf Coast, Onshore as Delivered to Pipeline.
- I(2) is the *Platts Gas Daily* midpoint postings for Louisiana Onshore South, Tennessee, 500 Leg averaged for the month.
- I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for Tennessee, Louisiana, 500 leg.

### DAI (TGT-4) and (TGPL-2)

**DAI** is the Delivery Area Index to be established for **PEFDCQ** made by Company on the day(s) when Company has arranged for deliveries to Company's city gate that are in excess of its total firm pipeline quantity entitlements.

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 87.4

**Adjustment Clause** 

PBR

**Experimental Performance Based Rate Mechanism** 

The daily DAI applicable to the daily purchases made for city-gate delivery shall be the higher of the following, either

DAI = DAI (TGT-1) / (1 - FR%) + CCS + DDCS

or

DAI = DAI (TGT-4) / (1 - FR%) + CCS + DDCS

Where:

**DAI (TGT-1)** represents the highest daily midpoint posting by *Platts Gas Daily* for East Texas – North Louisiana Area, Texas Gas, zone 1.

**DAI (TGT-4)** represents the highest daily midpoint posting by *Platts Gas Daily* for Appalachia – Lebanon Hub.

FR% is the tariffed Fuel Retention Percentage under Texas Gas Transmission, LLC's Rate NNS.

**CCS** are the tariffed NNS Commodity Charge and Surcharges under Texas Gas Transmission, LLC's Rate NNS.

**DDCS** are the tariffed Daily Demand Charge and Surcharges under Texas Gas Transmission, LLC's Rate NNS.

If an index ceases to exist or fails to report, the Company may use a suitable replacement index and report that change in writing to the Commission in the applicable quarterly report. If the Company elects not to select a replacement index, the average is adjusted accordingly.

**AGC** represents Company's total annual Actual Gas Costs of natural gas purchased for system supply and is equal to the total monthly actual gas commodity costs (excluding any supply reservation fees) plus the gains and/or losses from the use of financial hedging instruments and the financial transaction costs associated with such instruments paid by Company to its suppliers accumulated for the PBR period. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 87.5

**Adjustment Clause** 

**PBR** 

## **Experimental Performance Based Rate Mechanism**

To the extent that AGC exceeds BGC for the PBR period, then the GAIF Shared Expenses shall be computed as follows:

Shared Expenses = AGC - BGC

To the extent that AGC is less than BGC for the PBR period, then the GAIF Shared Savings shall be computed as follows:

Shared Savings = BGC - AGC

TIF

**TIF** = Transportation Index Factor. The Transportation Index Factor shall be calculated by comparing the Total Annual Benchmark Monthly Gas Transportation Costs **(TABMGTC)** of natural gas transportation services during the PBR period, to the Total Annual Actual Gas Transportation Costs **(TAAGTC)** applicable to the same period to determine if any Shared Expenses or Shared Savings exist.

The Total Annual Benchmark Monthly Gas Transportation Costs (TABMGTC) are calculated as follows:

TABMGTC = Annual Sum of Monthly BMGTC

Where:

**BMGTC** is the Benchmark Monthly Gas Transportation Costs which include both demand and volumetric costs associated with natural gas pipeline transportation services. The BMGTC shall be accumulated for the PBR period and shall be calculated as follows:

BMGTC = Sum [BM(TGT) + BM(TGPL) + BM(PPL)]

Where:

BM(TGT) is the benchmark associated with Texas Gas Transmission, LLC.

BM(TGPL) is the benchmark associated with Tennessee Gas Pipeline Company, LLC.

**BM(PPL)** is the benchmark associated with a proxy pipeline. The appropriate benchmark, which will be determined at the time of purchase, will be used to benchmark purchases of transportation capacity from non-traditional sources.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 87.6

**Adjustment Clause** 

**PBR** 

## **Experimental Performance Based Rate Mechanism**

The benchmark associated with each pipeline shall be calculated as follows:

BM(TGT) = (TPDR x DQ) + (TPCR x AV) + S&DB

 $BM(TGPL) = (TPDR \times DQ) + (TPCR \times AV) + S\&DB$ 

 $BM(PPL) = (TPDR \times DQ) + (TPCR \times AV) + S&DB$ 

Where:

TPDR is the applicable Tariffed Pipeline Demand Rate.

**DQ** is the Demand Quantities contracted for by Company from the applicable transportation provider.

TPCR is the applicable Tariffed Pipeline Commodity Rate.

**AV** is the Actual Volumes delivered at Company's city-gate by the applicable transportation provider for the month.

**S&DB** represents Surcharges, Direct Bills and other applicable amounts approved by the Federal Energy Regulatory Commission (FERC). Such amounts are limited to FERC-approved charges such as surcharges, direct bills, cashouts, take-or-pay amounts, Gas Supply Realignment and other Order 636 transition costs.

The Total Annual Actual Gas Transportation Costs (**TAAGTC**) paid by Company for the PBR period shall include both demand and volumetric costs associated with natural gas pipeline transportation services as well as all applicable FERC-approved surcharges, direct bills and cash-outs included in S&DB, plus the gains and/or losses from the use of financial hedging instruments and the financial transaction costs associated with such instruments. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

To the extent that TAAGTC exceeds TABMGTC for the PBR period, then the TIF Shared Expenses shall be computed as follows:

# Shared Expenses = TAAGTC - TABMGTC

To the extent that TAAGTC is less than TABMGTC for the PBR period, then the TIF Shared Savings shall be computed as follows:

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 87.7

**Adjustment Clause** 

#### PBR

## **Experimental Performance Based Rate Mechanism**

## Shared Savings = TABMGTC - TAAGTC

Should one of Company's pipeline transporters file a rate change effective during any PBR period and bill such proposed rates subject to refund, the period over which the benchmark comparison is made for the relevant transportation costs will be extended for one or more 12-month periods, until the FERC has approved final settled rates, which will be used as the appropriate benchmark. Company will not share in any of the savings or expenses related to the affected pipeline until final settled rates are approved.

#### **OSSIF**

**OSSIF** = Off-System Sales Index Factor. The Off-System Sales Index Factor shall be equal to the Net Revenue from Off-System Sales (NR).

Net Revenue is calculated as follows:

NR = OSREV - OOPC

Where:

**OSREV** is the total revenue associated with off-system sales and storage service transactions.

**OOPC** is the out-of-pocket costs associated with off-system sales and storage service transactions, and shall be determined as follows:

OOPC = OOPC(GC) + OOPC(TC) + OOPC(SC) + OOPC(UGSC) + Other Costs

Where:

**OOPC(GC)** is the Out-of-Pocket Gas Costs associated with off-system sales transactions. For off-system sales utilizing Company's firm supply contracts, the OOPC(GC) shall be the incremental cost to purchase the gas available under Company's firm supply contracts. For off-system sales not using Company's firm supply contracts, the OOPC(GC) shall be the incremental costs to purchase the gas from other entities.

**OOPC(TC)** is the Out-of-Pocket Transportation Costs associated with off-system sales transactions. For off-system sales utilizing Company's firm transportation agreements, the OOPC(TC) shall be the incremental cost to use the transportation available under Company's firm transportation contracts. For off-system sales not using Company's firm transportation agreements, the OOPC(TC) shall be the incremental costs to purchase the transportation from other entities.

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P.S.C. Gas No. 11, Original Sheet No. 87.8

**Adjustment Clause** 

**PBR** 

# **Experimental Performance Based Rate Mechanism**

**OOPC(SC)** is the Out-of-Pocket Storage Costs associated with off-system sales of storage. If this is gas in Company's own storage it shall be priced at the average price of the gas in Company's storage during the month of the sale. If this is gas from the storage component of Texas Gas's No-Notice Service, this gas shall be priced at the replacement cost.

**OOPC(UGSC)** is the Out-of-Pocket Underground Storage Costs associated with off-system sales of storage services. For the off-systems sales of storage services utilizing Company's onsystem storage, the OOPC(UGSC) shall include incremental storage losses, odorization, and other fuel-related costs such as purification, dehydration, and compression. Such costs shall exclude labor-related expenses.

Other Costs represent all other incremental costs and include, but are not limited to, costs such as applicable sales taxes and excise fees plus the gains and/or losses from the use of financial hedging instruments and the transaction costs associated with such instruments. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

## **ACSP**

**ACSP** = Applicable Company Sharing Percentage. The ACSP shall be determined based on the PTAGSC

Where:

**PTAGSC** = Percentage of Total Actual Gas Supply Costs. The PTAGSC shall be the TPBRR stated as a Percentage of Total Actual Gas Supply Costs and shall be calculated as follows:

PTAGSC = TPBRR
TAGSC

Where:

TAGSC = Total Actual Gas Supply Costs. The TAGSC shall be calculated as follows:

TAGSC = AGC + TAAGTC

If the absolute value of the PTAGSC is less than or equal to 3.0%, then the ACSP of 25% shall be applied to TPBRR to determine CSPBR. If the absolute value of the PTAGSC is greater than 3.0%, then the ACSP of 25% shall be applied to the amount of TPBRR that is equal to 3.0% of TAGSC to determine a portion of CSPBR, and the ACSP of 50% shall be applied to the amount of TPBRR that is in excess of 3.0% of TAGSC to determine a portion of CSPBR. These two portions are added together to produce the total CSPBR.

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 87.9

**Adjustment Clause** 

PBR

## **Experimental Performance Based Rate Mechanism**

## <u>BA</u>

**BA** = Balance Adjustment. The BA is used to reconcile the difference between the amount of revenues billed or credited through the CSPBR and previous application of the BA and revenues which should have been billed or credited, as follows:

- For the CSPBR, the balance adjustment amount will be the difference between the amount billed in a 12-month period from the application of the CSPBR and the actual amount used to establish the CSPBR for the period.
- 2) For the BA, the balance adjustment amount will be the difference between the amount billed in a 12-month period from the application of the BA and the actual amount used to establish the BA for the period.

## **Review**

Within 60 days of the end of the fourth year of the five-year extension, Company will file an assessment and review of the PBR mechanism for the first four years of the five-year extension period. In that report and assessment, Company will make any recommended modifications to the PBR mechanism.

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 88

**Adjustment Clause** 

#### WNA

## Weather Normalization Adjustment Clause

#### **APPLICABLE**

The sales to Residential Customers, Volunteer Fire Departments, and Commercial Customers under Rate Schedules RGS, VFD, and CGS shall be increased or decreased monthly by an amount hereinafter described as the WNA.

#### **DETERMINATION OF WNA**

Weather normalized volumes shall be utilized during the November through April billing periods to calculate the applicable Distribution Charges for Customers served under Rate Schedules RGS, VFD and CGS. During the remainder of the year, May through October, the bills shall be computed based on actual consumption.

WNA will be calculated using the following formula:

WNA = [(Actual Mcf - Base Load Mcf) \* (Normal Degree Days/Actual Degree Days)]

Each Customer's base load will be determined individually, and will be recomputed annually. Rates used in the computation of the WNA shall be determined based on the applicable Distribution Charge as set forth on the RGS, VFD, and CGS Rate Schedules.

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P.S.C. Gas No. 11, Original Sheet No. 90

**Adjustment Clause** 

#### Franchise Fee

## **APPLICABILITY**

All gas rate schedules.

## **MONTHLY CHARGE**

A surcharge shall be calculated and added to the total bill for gas service for all customers located within local governmental jurisdictions which currently or in the future impose municipal franchise fees or other local taxes on the Company by ordinance, franchise, or otherwise. Such fees or taxes shall be net of any corresponding fees or taxes which are currently included in the base charges of each rate schedule.

The amount calculated shall be applied exclusively to the bills of customers receiving service within the territorial limits of the authority imposing the fee or tax. The fee or tax shall be added to the customer's bill as a separate item. Where more than one such fee or tax is imposed, each of the fees or taxes applicable to each customer shall be added to the bills as separately identified items.

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DATE EFFECTIVE: February 6, 2009

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2009-00549 dated July 30, 2010

P.S.C. Gas No. 11, Original Sheet No. 91

**Adjustment Clause** 

**School Tax** 

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

This schedule is applied as a rate increase to all other schedules pursuant to KRS 160.617 for the recovery by the utility of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.613.

## **RATE**

The utility gross receipts license tax authorized under state law.

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DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 92

**Adjustment Clause** 

HEA **Home Energy Assistance** 

APPLICABLE

In all territory served.

**AVAILABILITY** 

To all residential customers.

**RATE** 

\$0.25 per month.

**BILLING** 

The HEA charge shall be shown as a separate item on customer bills.

**PURPOSE** 

Proceeds from this charge will be used to fund residential low-income demand-side management Home Energy Assistance programs which have been designed through a collaborative advisory process and then filed with, and approved by, the Commission.

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ISSUED BY:

/s/ Robert M. Conroy, Vice President State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 95

## **TERMS AND CONDITIONS**

#### **Customer Bill of Rights**

As a residential customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service, unless any rate or rider under which you take service explicitly states otherwise.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.
- If you have not been disconnected, you have the right to maintain your natural gas and electric
  service for up to thirty (30) days, provided you present a Certificate of Need issued by the
  Kentucky Cabinet for Human Resources between the months of November and the end of
  March.
- If you have been disconnected due to non-payment, you have the right to have your natural gas or electric service reconnected between the months of November through March provided you:
  - 1) Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
  - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
  - 3) Accept referral to the Human Resources' Weatherization Program, and
  - 4) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you
  have been unable to resolve with your utility (call Toll Free 1-800-772-4636).

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State Regulation and Rates Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 96

## **TERMS AND CONDITIONS**

#### General

#### **COMMISSION RULES AND REGULATIONS**

All gas service supplied by Company shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky.

#### **COMPANY TERMS AND CONDITIONS**

In addition to the rules and regulations of the Commission, all gas service supplied by Company shall be in accordance with these Terms and Conditions to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions in each rate schedule and which shall constitute a part of all applications and contracts for service.

#### **COMPANY AS A FEDERAL CONTRACTOR**

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded and will not apply to or govern agreements between customers and Company.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

## RATES, TERMS AND CONDITIONS ON FILE

A copy of the rate schedules, terms, and conditions under which gas service is supplied is on file with the Public Service Commission of Kentucky. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of Company where bills may be paid.

#### **ASSIGNMENT**

No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.

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P.S.C. Gas No. 11, Original Sheet No. 96.1

## **TERMS AND CONDITIONS**

#### General

## RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days prior written notice by either party.

## AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF P.S.C. OF KY.

No agent has power to amend, modify, alter, or waive any of these Terms and Conditions, or to bind Company by making any promises or representations not contained herein.

## SUPERSEDE PREVIOUS TERMS AND CONDITIONS

These Terms and Conditions supersede all terms and conditions under which Company has previously supplied gas service.

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P.S.C. Gas No. 11, Original Sheet No. 97

#### **TERMS AND CONDITIONS**

#### **Customer Responsibilities**

#### APPLICATION FOR SERVICE

A written application or contract, properly executed, may be required before Company is obligated to render gas service. 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 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 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 Company.

#### **OPTIONAL RATES**

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

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 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 Customer is currently served, after trial of the schedule originally designated; however, after the first such change, Company shall not be required to make a change in schedule more often than once in twelve months.

From time to time, Customer should investigate Customer's operating conditions to determine a desirable change from one available rate to another. Company, lacking knowledge of changes that may occur at any time in 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 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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## **TERMS AND CONDITIONS**

#### **Customer Responsibilities**

#### CUSTOMER'S EQUIPMENT AND INSTALLATION.

Customer shall furnish, install, and maintain at Customer's 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, regulator, and any gas riser or service line the Company has installed, repaired, or replaced, located on and within the Customer's premises beyond point of connection with Company's Service Connection at the property line shall be furnished and installed by and at the expense of Customer, and shall be maintained by Customer in good and safe condition. Company assumes no responsibility whatsoever for the condition of Customer's piping, apparatus or appliances, nor for the maintenance or renewal of any portion thereof.

#### **OWNER'S CONSENT TO OCCUPY**

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

## ACCESS TO PREMISES AND EQUIPMENT

Company shall have the right of access to 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. Customer shall not construct or permit the construction of any structure or device which will restrict the access of 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 Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of 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 Company.

## **EXCLUSIVE SERVICE ON INSTALLATION CONNECTED**

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

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P.S.C. Gas No. 11, Original Sheet No. 97.2

## **TERMS AND CONDITIONS**

#### **Customer Responsibilities**

#### **EXCLUSIVE SERVICE ON INSTALLATION CONNECTED (continued)**

Company shall not be obligated to provide natural gas or natural gas service under any standard natural gas rate schedule on a standby, back-up, supplemental or other basis to any Customer that is physically connected to the facilities of any other provider of natural gas service, such other providers to include, but not be limited to, another natural gas local distribution company, public, private, or municipal; a producer, gatherer, or transmitter of natural gas; an interstate or intrastate natural gas pipeline; or any other entity (including the Customer itself acting in any one or more of these roles) that provides natural gas or natural gas service to residential, commercial, industrial, public authority, or any other type of customers which might otherwise receive natural gas from Company. In the event that such Customer desires to continue to receive natural gas service from Company and/or declines to allow Company to remove Company's facilities hitherto used to provide natural gas service to Customer, then Customer shall be obligated to take service under Rate SGSS.

#### LIABILITY

Customer assumes all responsibility for the gas service upon 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 Company harmless from all claims for injury or damage to persons or property occurring on 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 Company.

#### NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD

The service pipes, meters, and appurtenances supplied by Company for the rendition of gas service to its customers have a definite capacity. In the event that Customer contemplates any material increase in Customer's connected load, whether in a single increment or over an extended period, Customer shall immediately give 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, Customer may be held liable for any damage done to meters, regulators, or other equipment of Company caused by such material increase in Customer's connected load.

## **PERMITS**

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company's distribution mains, Customer shall obtain from the proper owner or owners the necessary consent to the installation and maintenance in said premises and across such intervening property of Customer's piping and facilities required for the supply of gas service to Customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Companyowned facilities, Company shall obtain the aforementioned consent.

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## **TERMS AND CONDITIONS**

#### **Customer Responsibilities**

#### **PERMITS (continued)**

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

## **COMPANY-OWNED SERVICE LINES**

The Company will install, own, operate and maintain the service line at the premises of residential and commercial customers, if such premises are not connected to a Company main by a service line. With respect to residential and commercial customers that occupy premises already connected to a Company main by a service line that the Company has installed, repaired, or replaced, the Company shall be responsible for operating and maintaining the customer service line and when the Company determines that replacement of such customer service line is necessary the Company shall be responsible for installing the service line and shall thereafter own the service line.

Any customer accepting gas service under this section shall be deemed to have granted the Company an easement across his property for such service. No service line shall be installed across private property other than the premises of the building to be supplied with gas, except after special investigation and approval by the Company.

When the length of the service pipe required between the property line and the meter is 100 feet or less, the Company will assess no charge for the service pipe installation.

When the length of required service pipe exceeds 100 feet, the Company may require the applicant to contribute toward the cost of the service line installation an amount equal to the estimated cost per foot for each lineal foot of service beyond 100 feet. Contributions by customers toward the Company's cost of furnishing and installing service lines in accordance with this section are non-refundable.

In the event that the Company is required to undertake any excavation on a customer's property in connection with the installation, repair, maintenance or replacement of a service line, the Company shall make reasonable efforts to restore the property to its original condition pursuant to generally accepted utility standards for such construction operations.

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P.S.C. Gas No. 11, Original Sheet No. 98

## **TERMS AND CONDITIONS**

#### **Company Responsibilities**

#### **METERING**

The gas used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. Company has the right to install any meter or meters it deems in its sole discretion to be necessary or prudent to serve any customer, including without limitation a digital, automated meter reading, automated metering infrastructure, or advanced metering systems meter or meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

#### POINT OF DELIVERY OF GAS

The point of delivery of gas supplied by Company shall be at the point where the gas passes from the pipes of Company's Service Connection into Customer's Service Line, irrespective of the location of the metering and regulating equipment.

If the Service Line is owned by the Customer, the point of delivery of gas supplied by the Company shall be at the point where the gas passes from the pipes of Company's Service Connection into Customer's Service Line, irrespective of the location of the metering and regulation equipment.

If the Service Line is owned by the Company, the point of delivery of gas supplied by the Company shall be at the point where the gas passes from the outlet of the meter to the Customer's yard line or house piping.

## COMPANY'S EQUIPMENT AND INSTALLATION

The Company shall furnish, install, and maintain at its expense the necessary service connection. The location of this service connection will be made at the discretion and judgment of the Company.

The Company will furnish, install, and maintain at its expense the necessary meter, regulator, and connections which will be located at or near the building, at the discretion or judgment of the Company. Suitable site or location for the meter, meter stand (including meter riser), and regulator and connections shall be provided by the Customer and title to this equipment shall remain in the Company with the right to install, operate, maintain, and remove same and no charge shall be made by the Customer for use of the premises as occupied or used. Customer shall protect such property of Company from loss or damage, and no one who is not an agent of Company shall be permitted to remove, damage or tamper with the same. Customer shall execute a reasonable form of easement agreement, if requested by Company.

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## **TERMS AND CONDITIONS**

#### **Company Responsibilities**

#### **COMPANY'S EQUIPMENT AND INSTALLATION (continued)**

Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for commercial or industrial service shall furnish Company with realistic estimates of prospective gas requirements.

#### COMPANY NOT LIABLE FOR INTERRUPTIONS

Company will exercise reasonable care and diligence in an endeavor to supply gas service continuously and without interruption, except as provided in the terms of certain rate schedules; however, Company does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of gas service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

#### COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

Company is merely a supplier of gas service delivered at Company's property line, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of the Customer or of third persons resulting from the presence, use or abuse of gas on the Customer's premises or resulting from defects in or accidents to any of Customer's piping, equipment, apparatus or appliances, or resulting from any cause whatsoever other than the negligence of Company.

## LIABILITY

In no event shall Company have any liability to the Customer or any other party affected by the gas service to the Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to the Customer or any other party. In the event that the Customer's use of Company's service causes damage to Company's property or injuries to persons, the Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

## **OBLIGATION TO SERVE**

Company shall not be obligated to provide natural gas or natural gas service under any standard natural gas rate schedule on a standby, back-up, supplemental or other basis to any

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P.S.C. Gas No. 11, Original Sheet No. 98.2

#### **TERMS AND CONDITIONS**

#### **Company Responsibilities**

Customer that is physically connected to the facilities of any other provider of natural gas service, such other providers to include, but not be limited to, another natural gas local distribution company, public, private, or municipal; a producer, gatherer, or transmitter of natural gas; an interstate or intrastate natural gas pipeline; or any other entity (including the Customer itself acting in any one or more of these roles) that provides natural gas or natural gas service to residential, commercial, industrial, public authority, or any other type of customers which might otherwise receive natural gas from Company. Company and Customer may mutually agree to enter into a special contract for standby, back-up, supplemental or other service subject to the approval of the Kentucky Public Service Commission.

## SPECIAL RULES FOR CUSTOMERS SERVED FROM HIGH PRESSURE MAINS, GAS TRANSMISSION MAINS, AND STORAGE GATHERING LINES

In order to ensure the integrity, safe operations, and reliability of the Company's gas system, these special rules apply to customers served from high pressure mains, gas transmission mains, and storage gathering lines.

When a customer requests service from a high pressure main, gas transmission main, or storage gathering line under Rate RGS, VFD, CGS, IGS, AAGS, SGSS, or FT, Company shall determine, in its sole discretion, if service is justified, feasible, and consistent with good operating practice.

Upon approval by Company of a request by a customer (or group of customers) for service from a high pressure main, gas transmission main, or storage gathering line, then Company may charge the customer (or group of customers) in addition to the charges under the applicable rate schedule, the estimated installed cost of the tap, any regulation equipment, piping, and any other equipment or facilities determined by Company, in its sole discretion, to be necessary to provide such service consistent with good operating practice.

In no case, shall Company be obligated to provide service to customers served under Rate DGGS from a high pressure main, gas transmission main, or storage gathering line.

#### PURCHASE OF CERTAIN CUSTOMER-OWNED GAS SERVICE ENTRANCES AND RISERS.

LG&E will reimburse its gas customers who have replaced their service entrances or gas risers (or both) between January 1, 2011 and December 31, 2012. Customers must notify LG&E if they desire such reimbursement. LG&E has no obligation to seek out such customers. LG&E will post on its website a notice of the availability of this reimbursement. The reimbursement will be in the amount of the customers' reasonable costs of replacing such service entrances or gas risers (or both), which must be demonstrated to LG&E's reasonable satisfaction. Customers disputing the amount of reimbursement may contact the Commission. LG&E will reimburse only owners of affected properties, each of whom must have owned the affected property at the time of the replacement of the service entrance or gas riser.

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P.S.C. Gas No. 11, Original Sheet No. 99

## **TERMS AND CONDITIONS**

#### **Character of Service**

#### **HEATING VALUE**

Company will normally supply natural gas having a heating value of approximately 1,000 Btu per cubic foot. All gas received into the system of Company from interstate pipelines shall meet the applicable quality standards of the respective interstate pipeline delivering natural gas to Company All gas received into the system of Company from sources other than an interstate pipeline shall meet the quality standards prescribed in Local Gas Delivery Service Rate LGDS. When it is necessary to supplement the supply of natural gas, Company reserves the right, at its discretion, to supplement its supply of natural gas with a mixture of vaporized liquefied petroleum gas and air.

#### STANDARD PRESSURE AND MEASUREMENT BASE

The standard distribution pressure of the gas supplied by Company is four ounces per square inch above atmospheric pressure.

Atmospheric pressure shall be assumed in all cases to be 14.5 pounds per square inch and temperature shall be assumed to be 60 degrees Fahrenheit; provided, however, Company reserves the right for billing purposes to correct as necessary the actual temperature to a 60 degree Fahrenheit basis in the case of large volume customers.

All gas measured at pressures higher than the standard pressure shall be converted to a pressure base of 14.73 pounds per square inch absolute for billing purposes.

## **DELIVERY PRESSURE**

Company shall not be obligated to provide gas service to any Customer at a minimum delivery pressure greater than 50 psig or the expected minimum pipeline pressure, whichever is less.

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P.S.C. Gas No. 11, Original Sheet No. 101

## **TERMS AND CONDITIONS**

#### Billing

#### **METER READINGS AND BILLS**

As used in the entirety of this Tariff, "meter reading" and similar terms shall include data collected remotely from automated meter reading, automated meter infrastructure, advanced metering systems, and other electronic meter equipment or systems capable of delivering usage data to Company. A physical, manual reading of a meter is not required to constitute a "meter reading."

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 7.

All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read customers meters at least quarterly, except that customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, the minimum charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty days.

When Company is unable to read Customer's meter after reasonable effort, or when Company experiences circumstances which make actual meter readings impossible or impracticable, Customer may be billed on an estimated basis and the billing will be adjusted as necessary when the meter is read

In the event Company's electric or gas meter fails to register properly by reason of damage, accident, etc., Company shall have the right to estimate Customer's consumption during the period of failure on the basis of such factors as Customer's connected load, heating degree days, and consumption during a previous corresponding period and during a test period immediately following replacement of the defective meter.

Where Company serves a customer with both electric and gas service at the same service location, Company will render a combined bill. However, a residential customer may request, and Company will render, separate bills under the following conditions: (1) Customer is being threatened with disconnection for non-payment or has already been disconnected for that reason and (2) Customer would be able to pay either the gas or electric portion of his bill and thus retain one service.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of rendition thereof. If full payment is not received by the due date of the bill, a late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which

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P.S.C. Gas No. 11, Original Sheet No. 101.1

# TERMS AND CONDITIONS

#### Billing

## **METER READINGS AND BILLS** (continued)

the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice. There will be no adverse credit impact on the customer's payment and credit record, including credit scoring, both internally and externally, and the account will not be considered delinquent for any purpose if the Company receives the customer's payment within fifteen days after the date on which the Company issues the customer's bill.

Failure to receive a bill does not exempt Customer from these provisions of Company's Terms and Conditions.

## READING OF SEPARATE METERS NOT COMBINED

For billing purposes, each meter upon Customer's premises will be considered separately and readings of two or more meters will not be combined except where Company's operating convenience requires the installation of two or more meters upon Customer's premises instead of one meter.

#### **CUSTOMER RATE MIGRATION**

Unless otherwise specified in the applicable rate schedule or rider, a change from one rate to another will be effective with the first full billing period following a customer's request for such change or with a rate change mandated by changes in a customer's load. In cases where a change from one rate to another necessitates a change in metering, the change from one rate to another will be effective with the first full billing period following the meter change.

## MONITORING OF CUSTOMER USAGE

In order to detect unusual deviations in individual Customer consumption, Company will monitor the usage of each Customer at least once quarterly. In addition, Company may investigate usage deviations brought to its attention as a result of its ongoing meter reading or billing processor customer inquiry. Should an unusual deviation in the Customer's consumption be found which cannot be attributed to a readily identified cause, Company may perform a detailed analysis of the Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of the Customer's meter reading and billing records, Company may contact Customer by telephone or in writing to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume, or known leaks in the Customer's service line. Where the deviation is not otherwise explained. Company will test Customer's meter to determine whether the results show the meter is within the limits allowed by 807 KAR 5:022, Section 8(3)(a)1, and Section 8(3)(b)1. Company will notify the customers of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 11(4) and (5).

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## **TERMS AND CONDITIONS**

## Billing

## **RESALE OF GAS**

Gas service furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such gas to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

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P.S.C. Gas No. 11, Original Sheet No. 102

## **TERMS AND CONDITIONS**

#### **Deposits**

#### **GENERAL**

- Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8 except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.
- 2) Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
  - Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
  - b) Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service
- 3) Company may offer residential customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first six (6) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
- 4) Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.
- 5) The General Terms and Conditions regarding Deposits set forth above shall not apply to, and shall be superseded by, the requirements set forth in Section 3 of the Special Terms and Conditions contained in Standard Rate Rider PS-TS-2 (Sheet No. 59.7), Standard Rate Rider PS-FT (Sheet No. 61.2), and the CREDITWORTHINESS section of Rate LGDS (Sheet No. 36.11).

## RESIDENTIAL

- 1) Residential customers are those customers served under Residential Gas Service, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$100.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d). For combination gas and electric customers, the total deposit will be \$260.00.
- Company shall retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.

DATE OF ISSUE: XXXX, 2017

XXXX, 2017

DATE EFFECTIVE: July 1, 2017

ISSUED BY:

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

Deleted: November 23, 2016

P.S.C. Gas No. 11, Original Sheet No. 102.1

## **TERMS AND CONDITIONS**

#### **Deposits**

## **RESIDENTIAL** (continued)

- 4) If a deposit is held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

#### **OTHER SERVICE**

- The deposit for all other customers, those not classified herein as residential, shall not exceed 2/12
  of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with
  807 KAR5:006, Section 8(1)(d).
- 2) For customers not meeting the parameters of GENERAL ¶ 2, Company may retain Customer's deposit as long as Customer remains on service.
- 3) For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten percent (10%), Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 4) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: January 4, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00222 dated December 20, 2012

P.S.C. Gas No. 11, Original Sheet No. 103

## **TERMS AND CONDITIONS**

#### **Budget Payment Plan**

Company's Budget Payment Plan is available to residential customers and to small commercial customers served under Rates CGS. Small business customers with combined gas and electric services must be served exclusively under General Service Rate GS for their electric service. Under this plan, a customer may elect to pay, each billing period, a budgeted amount in lieu of billings for actual usage. A customer may enroll in the plan at any time.

The budgeted amount will be determined by Company and will be based on one-twelfth of the customer's usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during the customer's budget year. If actual usage indicates the customer's account will not be current with the final payment in the customer's budget year, the customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of the customer's next budget year.

If a customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove the customer from the plan, restore the customer to regular billing and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the Plan for twelve (12) months.

Failure to receive a bill in no way exempts a customer from the provisions of these terms and conditions.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2009-00549 dated July 30, 2010

P.S.C. Gas No. 11, Original Sheet No. 104

## **TERMS AND CONDITIONS Bill Format**



## BILLING SUMMARY

Previous Balance	261.00
Payment(s) Received	-261.00
Balance as of 4/13/16	\$0.00
Current Gas Charges	79.52
Current Taxes and Fees	0.79
Total Current Charges as of 4/13/16	\$80.31
Total Amount Due	\$80.31

## ed 4/14/16 for Account # 3000-4444-4444

JOHN SMITH 100 Kensington Place Ln PLEASUREVILLE KY

lge-ku.com 502-589-1444, press 1-2-3 24 hours a day; \$2.25 fee 502-589-1444 M-F, 7am-7pm ET 820 W. Broadway Louisville, KY 40202 M-F, 8am-5pm ET

Next read will occur 5/11/16 - 5/13/16 (Meter Read Portion 08)

#### **CURRENT USAGE**

∂ GAS	
Meter Reading Information	Meter # 563885
Actual (R) ccf Reading on 4/13/16	8734
Previous (R) ccf Reading on 3/14/16	8657
Current ccf Usage	77
Meter Multiplier	1
Metered ccf Usage	77

## **CURRENT CHARGES**

→ GAS	Rate: Residential Gas	Service
Basic Service Charge Gas Distribution Charge (\$0.26419: Gas Supply Component (\$0.49951 x Weather Normalization Adjustment Gas DSM (\$0.01311 x 77 cd)	(77 ccf)	13.50 20.34 38.46 3.43 1.01
Gas Line Tracker Home Energy Assistance Fund Char Total Charges	ge _	2.53 0.25 \$79.52

Please return only this portion with your payment. Make checks payable to LG&E and write your account number on your check.

	-	
Amount Due By 5/8/16		\$80.31
After Due Date, Pay This Amount:		\$82.74
Winterhelp Donation:		
Total Amount Enclosed:		



Account # **3000-4444-4444** Service Address: 100 Kensington Place Ln

#926190004 2#

JOHN SMITH 100 KENSINGTON PLACE LN PLEASUREVILLE, KY 40057-1000

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DATE OF ISSUE: XXXX, 2017

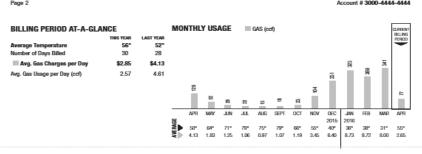
DATE EFFECTIVE: April 29, 2016

ISSUED BY:

/s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

P.S.C. Gas No. 11, Original Sheet No. 104.1





TAXES & FEES Franchise Fee-Pleasureville Total Taxes and Fees

# BILLING INFORMATION

Late Payment Charge Late Charge to be Assessed After Due Date

Rate Schedules
For a copy of your rate schedule, visit <u>lga-ku.com</u> or call our Customer Service Depar

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: April 29, 2016

ISSUED BY:

/s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

P.S.C. Gas No. 11, Original Sheet No. 104.2

## **TERMS AND CONDITIONS Bill Format**



#### BILLING SUMMARY

Previous Balance Payment(s) Received Balance as of 4/7/16 ent Electric Charges ent Gas Charges 54.03 53.62 Total Current Charges as of 4/7/16 \$107,65

Mailed 4/8/16 for Account # 3000-5555-5555

JOHN SMITH 100 Cassidy Ln LOUISVILLE KY

lge-ku.com 502-589-1444, press 1-2-3 24 hours a day; \$2.25 fee 502-589-1444 M-F, 7am-7pm ET 820 W. Broadway Louisville, KY 40202 M-F, 8am-5pm ET

Next read will occur 5/4/16 - 5/6/16 (Meter Read Portion 03)

## **CURRENT USAGE**

# ELECTRIC	
Meter Reading Information	Meter # 700000
Actual (R) kWh Reading on 4/7/16 Previous (R) kWh Reading on 3/9/16 Current kWh Usage Meter Multiplier	58526 58072 454 1
Metered kWh Usage	454

## **CURRENT CHARGES**

# ELECTRIC	Rate: Residential E	lectric Service
Basic Service Charge Energy Charge (\$0.08076 Electric DSM (\$0.00520 x Electric Adjustment (\$ Environmental Surcharge ( Home Energy Assistance F Total Charges	454 kWh) 90.00224 x 454 kWh) (5.860% x \$50.80)	10.75 36.67 2.36 1.02 2.98 0.25

∂ GAS	
Meter Reading Information	Meter # 600000
Actual (R) ccf Reading on 4/7/16	2704
Previous (R) ccf Reading on 3/9/16	2658
Current ccf Usage	46
Meter Multiplier	1
Metered ccf Usage	46

<b>∂</b> GAS	Rate: Residential Gas	s Service
Basic Service Charge		13.50
Gas Distribution Charge (\$0.26419	x 46 ccf)	12.15
Gas Supply Component (\$0.49951	x 46 ccf)	22.98
Weather Normalization Adjustment	(\$0.26419 x 6.093 ccf)	1.61
Gas DSM (\$0.01311 x 46 ccf)		0.60
Gas Line Tracker		2.53
Home Energy Assistance Fund Cha	rge	0.25
Total Charges	•	\$53.62

Please return only this portion with your payment. Make checks payable to LG&E and write your account number on your check.

Amount Due By 5/1/16	\$107.65
After Due Date, Pay This Amount:	\$110.91
Winterhelp Donation:	
Total Amount Enclosed:	



Account # 3000-5555-5555 Service Address: 100 Cassidy Ln

#926190005 1#

JOHN SMITH 100 CASSIDY LN LOUISVILLE, KY 40229-1000

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XXXX, 2017 DATE OF ISSUE:

DATE EFFECTIVE: April 29, 2016

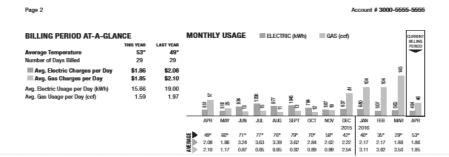
ISSUED BY:

/s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky

# P.S.C. Gas No. 11, Original Sheet No. 104.3

Deleted: November 23, 2016

## **TERMS AND CONDITIONS Bill Format**



## BILLING INFORMATION

Rate Schedules
For a copy of your rate schedule, visit <u>los-ku.com</u> or call our Customer Service Department.

OFFICE USE ONLY: MRU09831700, G000000 PZ00.00 PF:N eB:E

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: April 29, 2016

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

P.S.C. Gas No. 11, Original Sheet No. 105

#### **TERMS AND CONDITIONS**

#### **Discontinuance of Service**

In accordance with and subject to the rules and regulations of the Public Service Commission of Kentucky, Company shall have the right to refuse, or to discontinue, service to 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 Customer to comply with its rules and then only after Customer has been given at least 10 days written notice of such intention, mailed or otherwise delivered, including, but not limited to, electronic mail, to Customer's last known address.
- B. When a dangerous condition is found to exist on 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 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 Customer or Applicant refuses or neglects to provide reasonable access and/or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given 15 days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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 Applicant or Customer is indebted to 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 Applicant or Customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 15(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which 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 Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 15(1)(f). Final Bills transferred following a

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Deleted: January 1, 2017

DATE OF ISSUE: XXXX, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Gas No. 11, Original Sheet No. 105.1

#### **TERMS AND CONDITIONS**

#### **Discontinuance of Service**

lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by Customer; (2) Customer and 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. 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.

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

- H. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from Customer's original bill. Cut-off may be effected not less than twenty-seven (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 thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, (either mailed or otherwise delivered, including, but not limited to, electronic mail), 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 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 Customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to 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. 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. Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered, and assessment of the charges under the Unauthorized Reconnect Charge provision of Special Charges incurred by reason of the fraudulent use.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

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Deleted: November 23, 2016

P.S.C. Gas No. 11, Original Sheet No. 105.2

## **TERMS AND CONDITIONS**

#### **Discontinuance of Service**

When service has been discontinued for any of the above reasons, 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 Company.

Company may defer written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail), based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

DATE OF ISSUE: XXXX, 2017

**DATE EFFECTIVE:** July 1, 2015

**ISSUED BY:** /s/ Robert M. Conroy, Vice President

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2014-00372 dated June 30, 2015

P.S.C. Gas No. 11, Original Sheet No. 106

## **TERMS AND CONDITIONS**

#### **Gas Main Extension Rules**

- 1. Company will extend its gas distribution mains at its own expense for a distance of one hundred (100) feet to each bona-fide applicant who agrees in writing to take service within one (1) year after the extension is completed and who has a suitable Customer's Service Line installed and ready for connection provided the following criteria are met:
  - a) The existing main is of sufficient capacity to properly supply the additional customer(s);
  - b) The customer(s) contracts to use gas on a continuous basis for one (1) year or more; and,
  - c) The potential consumption and revenue will be of such amount and permanence as to warrant the capital expenditures involved to make the investment economically feasible.
- 2. Company will extend its gas mains in excess of the above distance provided the applicant for service advances to Company an amount equal to the estimated cost of such excess portion of the extension. Company shall have the right to determine the length of the extension and to specify the pipe size and location of the extension, as well as the timing of its construction.
- 3. Where funds were advanced in accordance with paragraph 2 for extensions into developed residential neighborhoods and notwithstanding paragraph 1, any customer that subsequently connects to the main during a ten-year period from the effective date of the main extension contract shall advance to Company a pro rata share of the cost of the extension over 100 feet per connected customer
- 4. For each new year-round customer connected to an extension in accordance with paragraph 3, Company will refund to the previous applicant(s) who advanced funds an amount equal to the difference between the refundable amount advanced and the amount of the advance so determined for the new applicant.
- 5. Company will extend its gas mains to serve a proposed real estate subdivision provided the applicant for such extension advances to Company an amount equal to the estimated cost of the total extension. Company shall have the right to determine the length of the extension and to specify the pipe size and the location of the extension, as well as the timing of its construction.
- 6. For each new year-round customer actually connected to the extension within a ten-year period following the effective date of the gas main extension contract, but not to extensions or laterals therefrom, Company will refund to applicant(s) who advanced funds in accordance with paragraph 5 above an amount equal to 100 times the average unit cost per foot of extension advanced by such applicant(s); provided that such refunds shall not exceed, in the aggregate, the amount originally advanced to Company.

DATE OF ISSUE: "XXXX, 2017

DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2009-00549 dated July 30, 2010

P.S.C. Gas No. 11, Original Sheet No. 106.1

## **TERMS AND CONDITIONS**

#### **Gas Main Extension Rules**

- 7. Company will install at its own expense a service pipe of suitable capacity extending from its gas main to the customer's property line beyond which point all necessary piping shall be installed by and at the expense of the customer and in a manner acceptable to Company.
- 8. Company will install at its own expense the necessary meter together with the regulator required to convert from medium pressure to service pressure. When a high pressure gas line is tapped to serve a customer or group of customers, Company may charge the customer or customers for the estimated installed cost of the tap, any regulation equipment, piping, and any other equipment or facilities determined by Company, in its sole discretion, to be necessary to provide such service consistent with good operating practice.
- 9. In the event Company is required to make a further extension of its mains to serve a customer, Company reserves the right to tap any extension constructed under these rules and to make connections from such additional extensions without application of the refunds referred to in paragraph 4 or 6 above.
- 10. The title to all extensions herein provided for, together with all necessary rights-of-way, permits and easements, shall be and remain in Company.
- 11. Company shall not be obligated to make service connections or to extend its gas mains in cases where such extensions or connections, in the sole judgment of Company would be infeasible, impractical, or contrary to good operating practice, or where such extensions are not in accordance with the terms of the applicable rate schedule.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: August 1, 2010

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2009-00549 dated July 30, 2010

P.S.C. Gas No. 11, Original Sheet No. 107

#### **TERMS AND CONDITIONS**

#### **Gas Service Restrictions**

By Order dated September 5, 1973, in Case Nos. 5829 and 5839, the Public Service Commission of Kentucky authorized Company to incorporate in its gas tariff restrictions on the supply of gas service, occasioned by the inadequacy of gas supplies to meet customer demands. These restrictions have been modified from time to time by tariff filings authorized or approved by the Commission. Uncertainty as to future gas supply makes it necessary that Company continue to exercise control over the addition of gas loads to its system, as set forth in these rules.

- 1. GENERAL. Except as specifically provided in these rules, Company will not (a) initiate service to any new customer, location, or service point; (b) permit any commercial customer (including any governmental agency or institution) or any industrial customer to increase its connected load or to expand its gas requirements in any manner; or (c) permit any customer to change to another rate schedule for the purpose of obtaining a higher priority under Company's Tariff.
- NEW CUSTOMERS. Until further notice, Company will accept applications for gas service to new customers as set forth below. Main extensions will be made in accordance with the Gas Main Extension Rules contained in this Tariff.
  - (a) FOR SERVICE UNDER RATES RGS, VFD, CGS, DGGS, IGS, SGSS, and FT. Single family dwelling units individually metered. Commercial and industrial customers and multi-family residences served through a single meter. Company will have the right to limit the total connected load to a maximum of 8,000 cubic feet per hour, when in Company's judgment such is necessary in order to enable it to continue to supply reliable service to existing customers.
  - (b) FOR SERVICE UNDER OTHER RATE SCHEDULES. Company may undertake to serve new customers with requirements in excess of those allowable under Rates RGS, VFD, CGS, DGGS, IGS, SGSS, and FT when in its judgment actual and potential gas supplies are sufficient to enable it to do so. Company will designate the applicable rate schedule under which such service will be supplied.
- 3. **INCREASE IN SERVICE TO EXISTING CUSTOMERS.** Until further notice, Company will, upon application, permit increases in the connected gas load or the gas usage of commercial and industrial customers existing as of the effective date of these rules, as follows:
  - (a) ADDITIONAL SERVICE UNDER RATES RGS, VFD, CGS, DGGS, IGS, SGSS, and FT. Company will permit the addition of connected gas loads under Rates RGS, VFD, CGS, DGGS, IGS, SGSS, and FT. Company will have the right to limit the total connected load to a maximum of 8,000 cubic feet per hour, when in Company's judgment such is necessary in order to enable it to continue to supply reliable service to existing customers.

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DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2017

**ISSUED BY:** /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

P.S.C. Gas No. 11, Original Sheet No. 107.1

#### **TERMS AND CONDITIONS**

#### **Gas Service Restrictions**

- (b) ADDITIONAL SERVICE UNDER OTHER RATE SCHEDULES. Company may undertake to serve existing customers with additional requirements in excess of those allowable under Rates RGS, VFD, CGS, DGGS, IGS, SGSS, and FT when in its judgment actual and potential gas supplies are sufficient to enable it to do so. Company will designate the applicable rate schedule under which such service will be supplied.
- 4. LOAD ADDITIONS TO BE AGGREGATED. Limitations on new or additional gas loads as specified herein refer to the aggregate of loads added subsequent to the effective date of these rules, and not to individual increments made from time to time.
- 5. VOLUMES OF GAS USAGE. Daily and monthly volumes of gas usage may be established or increased to reflect additions of connected load or increased usage of connected load existing as of the effective date of these rules. For customers subject to curtailment under Company's Curtailment Rules, Monthly Base Period Volumes will be established or adjusted accordingly.
- TRANSFERS BETWEEN LOCATIONS. Company may permit any customer to transfer his own gas
  entitlement from one location to another; provided, however, that transfers of service cannot be
  aggregated so as to exceed the limitations on connected load set forth in Paragraphs 2 and 3 above
  with respect to Rates RGS, VFD, CGS, DGGS, IGS, SGSS, and FT.
- 7. **PRIORITY CONSIDERATIONS**. If at any time, Company is required to select among applicants for service as provided for in Paragraphs 2(b) or 3(b) above, it will, to the extent practicable, observe the following priorities in the order named:
  - (a) Schools, hospitals and similar institutions.
  - (b) Other commercial establishments.
  - (c) Industrial process and feedstock uses.
  - (d) Other industrial applications.
- 8. LAPSE OF APPLICATIONS. If any applicant for new or increased service under these rules is not ready to take such service within twelve (12) months from the date of application, such application shall be void. Any reapplication shall be subject to Company's rules in effect at the time thereof.
- 9. Applicants may make application for gas service beyond that provided for in these rules, to be initiated at such time as these rules may be terminated or modified so as to enable Company to provide the service applied for. Company will file such applications in the order of receipt and dispose of them as circumstances dictate.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: July 1, 2017

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00371 dated xxxx

Deleted: November 23, 2016

P.S.C. Gas No. 11, Original Sheet No. 108

## **TERMS AND CONDITIONS**

#### **Curtailment Rules**

These rules are established to govern Company's available supply of gas to sales and transportation customers during periods of shortage or substantial reduction in the gas available to Company. These rules are designed to provide for curtailment or discontinuance of service made necessary by a deficiency in gas supply, capacity, or unforeseen emergency circumstances. These rules are designed to enable Company to continue to supply reliable gas service for residential and other human welfare purposes. These rules shall apply and continue in effect until lawfully modified or superseded under the regulatory jurisdiction of the Public Service Commission of Kentucky.

1. **DEFINITIONS** (for purposes of these Rules).

**COMMERCIAL CUSTOMERS**: Customers engaged primarily in the sale of goods or services, including institutions and local, state and Federal governmental agencies, for uses other than those involving manufacturing as further described in Rate CGS.

**HUMAN NEEDS**: Residential and other customers whose facilities are used for residential dwellings on either a permanent or temporary basis or a facility providing critical emergency services (including, but not limited to, apartment buildings, correctional institutions, hospitals, nursing homes, assisted living facilities, hotels, motels, fire department stations, police stations, national guard facilities, and emergency response agency facilities).

**INDUSTRIAL CUSTOMERS**: Customers engaged primarily in a process or processes which create or change raw or unfinished materials into another form or product, including, but not limited to, the generation of electric power as further described in Rate IGS and Rate DGGS.

**SMALL INDUSTRIAL CUSTOMER**: Any industrial customer whose aggregate of twelve Monthly Base Period Volumes is 10,000 Mcf or less.

**LARGE INDUSTRIAL CUSTOMER**: Any industrial customer whose aggregate of twelve Monthly Base Period Volumes exceeds 10,000 Mcf.

**PILOT LIGHT REQUIREMENTS**: Gas used on either a continuous or intermittent basis only for the ignition of the fuel in the main burner; does not include any gas used to preheat or atomize solid or liquid fuels.

**BASE PERIOD**: The twelve (12) months ending on the October 31 preceding the calendar year which is the subject of the implementation of any curtailments hereunder.

DATE OF ISSUE: XXXX, 2017

DATE EFFECTIVE: January 1, 2013

ISSUED BY: /s/ Robert M. Conroy, Vice President

State Regulation and Rates Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2012-00222 dated December 20, 2012

P.S.C. Gas No. 11, Original Sheet No. 108.1

## **TERMS AND CONDITIONS**

#### **Curtailment Rules**

**MONTHLY BASE PERIOD VOLUMES**: Monthly volumes assigned to each customer determined from its gas consumption (including sales and transportation volumes) during the Base Period.

**AUTHORIZED MONTHLY VOLUME**: The volume of gas authorized to be taken during a month and determined by deducting from the Monthly Base Period Volume the curtailment amount applicable for the month.

Some customers may have usage falling within more than one (1) of the above categories; as such, these customers may be required to segregate their total usage accordingly.

2. COMBINATION OF AUTHORIZED MONTHLY VOLUMES. Subject to a written application by a customer and acceptance thereof by Company, Company may permit any customer served through more than one point of delivery at any location, or any person, corporation or entity served with gas at more than one location, to take gas through the points or at the locations of its choosing, provided that the gas so taken will not exceed the combined Authorized Monthly Volumes applicable to such points of delivery, and provided that only volumes purchased under rate schedules subject to Pro-Rata Curtailment may be so combined. Gas taken through each individual point of delivery will be billed at the rate applicable to such point of delivery.

The right to combine Authorized Monthly Volumes as herein described is limited to individual customers or individual persons, corporations or entities and such right will not extend to similar combinations between or among unrelated customers. Nor shall such combinations be employed by any customer for the purpose of obtaining a lower overall cost of gas.

Provided, however, in the case of Industrial Customers provided with sales service under Rate IGS or Special Contracts, which have requested and received approval to combine Authorized Monthly Volumes, Monthly Base Period Volumes for such combined Industrial Customers must aggregate to not less than 10,000 Mcf for a twelve-month period and such combination shall be treated as a Large Industrial Customer for the purpose of implementing either Pro-Rata or Emergency Curtailment.

For the purpose of assessment of penalties, the point of delivery will be considered on a combined basis, so that the actual combined takes will be measured against combined Authorized Monthly Volumes. It will be the responsibility of any applicant for this treatment to advise Company in writing as to the party or entity to be held accountable for the payment of such penalty.

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Louisville, Kentucky

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P.S.C. Gas No. 11, Original Sheet No. 108.2

#### **TERMS AND CONDITIONS**

#### **Curtailment Rules**

- 3. PRO-RATA CURTAILMENT. In order to meet seasonal and daily sendout requirements, to preserve underground storage deliverability, and to provide for adequate and timely underground storage injections, Company will implement pro-rata curtailment with respect to the classes of customers here listed:
  - (a) All customers served under Rate AAGS.
  - (b) Large Industrial Customers provided with sales service under Rate IGS, Rate SGSS, or T Special Contracts.

Company will assign Monthly Base Period Volumes to each customer in the above two classes. Except in the case of an Emergency Curtailment, Company will provide as much notice as practicable to each of these customers that curtailment is being implemented. Such notice will include the percentage curtailment applicable to customer's Monthly Base Period Volume and the Authorized Monthly Volume such customer is authorized to take during said billing period.

Except in the case of Emergency Curtailment, such Pro-Rata Curtailment may only be implemented after Company issues an Operational Flow Order to customers served under Rate FT and takes similar actions applicable to transportation customers served under Special Contracts.

During each month, Pro-Rata Curtailment will be first applied to Rate AAGS customers until such curtailment reaches 100% of Monthly Base Period Volumes (allowing, however, for continuation of Pilot Light Requirements used in connection with alternate fuels). When Rate AAGS customers are 100% curtailed, any additional curtailment required will be apportioned at a uniform percentage to other customers subject to pro-rata curtailment under this Section 3.

- EMERGENCY CURTAILMENT. In the event of an emergency, Company will initiate the following actions, individually or in combination, in the order necessary as time permits so that service may continue to be supplied for residential and other human health, safety and welfare needs.
  - (1) Issue Operational Flow Orders to customers served under Rate FT, and take similar actions applicable to transportation customers served under Special Contracts. Customers that fail to comply with Operational Flow Orders will be required to discontinue the use of natural gas.
  - (2) Issue Action Alerts to Pool Managers under Rider PS-TS-2 serving customers under Rider TS-2, and take similar actions applicable to transportation customers served under Special Contracts. Customers of Pool Managers that fail to comply with Action Alerts may be required to terminate service under Rider PS-TS-2 and Rider TS-2 and return to firm sales service.

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P.S.C. Gas No. 11, Original Sheet No. 108.3

## **TERMS AND CONDITIONS**

#### **Curtailment Rules**

- (3) Discontinue service to customers served under Rate AAGS.
- (4) Implement curtailment of all or a portion of the gas usage by Large Industrial Customers served under either Rate IGS, Rate SGSS, or Special Contracts for gas sales service.

(5) Once curtailment in level 4 (above) has reached 100% of usage (excluding Pilot Light Requirements), implement curtailment of all or a portion of gas usage to the remaining Small Industrial and non-human needs commercial use customers.

- (6) Company may request that transportation customers served under Rate FT and Special Contracts allow Company's use of customer-owned gas to supply higher priority end-use customers. Company shall negotiate compensation for such gas with any customer that complies with such request.
- (7) Once curtailment of customers in level 5 (above) has reached 100% of usage (excluding Pilot Light Requirements), request reduction of gas usage by human needs commercial, residential, and other human needs customers.
- (8) Implement forced curtailment of gas usage through the isolation of gas distribution load centers from the gas distribution system network.
- 5. **PENALTY CHARGES.** Company may, in its sole discretion, apply a penalty for all gas taken during a period of either Pro-Rata or Emergency Curtailment.

Any customer subject to Pro-Rata curtailment in accordance with Section 3 above, who at the end of a month has taken gas in excess of its Authorized Monthly Volumes (excluding Pilot Light Requirements where applicable) for such month, may, in the sole discretion of Company, be subject to a penalty charge applicable to such excess takes of gas at the rate of \$15.00 per Mcf plus the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment. Such penalty shall be in addition to the established rate for service.

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## **TERMS AND CONDITIONS**

#### **Curtailment Rules**

Any customer subject to Emergency Curtailment in accordance with Section 4 above, who uses quantities of gas in excess of authorized quantities (excluding Pilot Light Requirements where applicable) during a period of such Emergency Curtailment, may, in the sole discretion of Company, be subject to a penalty charge applicable to such unauthorized takes of gas at the rate of \$15.00 per Mcf plus the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment. Such penalty shall be in addition to the established rate for service.

The payment of penalty charges for takes of gas in excess of Authorized Monthly Volumes or authorized quantities shall not be considered as giving any customer the right to make unauthorized takes of gas, nor shall such penalty charges be considered as a substitute for any other remedy available to Company.

Company shall return to all customers through Company's Gas Supply Clause any penalty charges collected from customers under this Section 5 net of any penalty charges incurred from Company's supplier(s).

 DISCONTINUANCE OF SERVICE. If any customer subject to curtailment under these rules fails to limit its use of gas as provided for herein, then Company shall have the right to immediately discontinue all gas supply to such customer.

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