

Ms. Stephanie L. Stumbo Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40601

Kentucky Utilities Company

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

Lonnie E. Bellar Vice President T 502-627-4830 F 502-217-2109 Ionnie bellar@eon-us.com

July 29, 2008

RE: Application of Kentucky Utilities Company for an Adjustment of Base Rates - Case No. 2008-00251

Dear Ms. Stumbo:

We deliver herewith for filing an original and ten (10) copies of the Notice and Statement and Filing Requirements of Kentucky Utilities Company in the above referenced matter.

Sincerely,

Lonnie E. Bellar

cc: Parties of Record

# COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:	)	
	)	
APPLICATION OF KENTUCKY	)	CASE NO: 2008-00251
UTILITIES COMPANY FOR AN	Ś	
ADJUSTMENT OF BASE RATES	Ś	

#### VOLUME 1 OF 5

### STATUTORY NOTICE APPLICATION

FINANICAL EXHIBIT pursuant to 807 KAR 5:001 SECTION 6
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RESPONSE TO FILING REQUIREMENTS listed in 807 KAR 5:001 SECTION 10(1)(a)1 through 807 KAR 5:001 SECTION 10(6)(k)

Filed: July 29, 2008

#### COMMONWEALTH OF KENTUCKY

#### BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY UTILITIES	)	
COMPANY FOR AN ADJUSTMENT	)	CASE NO. 2008-00251
OF BASE RATES	)	

#### STATUTORY NOTICE

Kentucky Utilities Company ("KU"), by counsel, informs the Kentucky Public Service Commission ("Commission") that it is engaged in business as an operating public utility, principally furnishing retail electric service within the Commonwealth of Kentucky.

Pursuant to KRS 278.180, KU hereby gives notice to the Commission that, on this 29th day of July, 2008, it files herewith its application for adjustment of base rates and proposes to adjust its base rates in conformity with the tariff sheets ("the revised tariffs") attached to the application at Tab 7 of the Filing Requirements and made a part hereof by reference.

KU proposes to change its existing base rates and tariffs for electric service, now on file with and approved by the Commission, by substituting the revised tariff sheets (ten or more copies of which are filed as incorporated into the application) for the corresponding tariff sheets in its existing tariff.

Notice is further given that the stated effective date for the changes in rates is September 1, 2008.

Notice to the public of the proposed rates is being given as prescribed in the Commission's regulations (807 KAR 5:051, 807 KAR 5:001, Section 10 (3) and (4), and 807 KAR 5:011, Section 8), by publication in accordance with the Commission's regulations (807 KAR 5:001, Section 10 (4) and 807 KAR 5:011, Section 8(2)(c)) and by exhibiting the notice to

the public for public inspection at the offices and places of business of KU, including its main office, in the territory affected thereby, to-wit, at the following places:

Barlow Maysville
Campbellsville Middlesboro
Carrollton Midway
Danville Morehead
Earlington Morganfield
Eddyville Mt. Sterling
Elizabethtown Paris

Elizabethtown Paris
Georgetown Richmond
Greenville Shelbyville
Harlan Somerset
Lexington Versailles
Lexington North Winchester

London

A Certificate of Completed Notice will be filed with the Commission in the form recommended by 807 KAR 5:011, Section 15(5).

Additional information required by the Commission's regulations is contained in the application filed herewith and made a part hereof by reference.

Submitted to the Commission this 29th day of July, 2008.

Respectfully submitted,

Lonnie E. Bellar

Vice President, State Regulation and Rates

E.ON U.S. LLC

220 West Main Street

Louisville, Kentucky 40202

Allyson K Sturgeon

Senior Corporate Attorney

E.ON U.S. LLC

220 West Main Street

Louisville, Kentucky 40202 Telephone: (502) 627-2088

-and-

Kendrick R. Riggs W. Duncan Crosby III Deborah T. Eversole Stoll Keenon Ogden PLLC 2000 PNC Plaza 500 West Jefferson Street Louisville, Kentucky 40202-2828 Telephone: (502) 333-6000

Robert M. Watt III Stoll Keenon Ogden PLLC 300 West Vine Street, Suite 2100 Lexington, Kentucky 40507-1801 Telephone: (859) 231-3000

Counsel for Kentucky Utilities Company

#### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies the original and ten copies of this Statutory Notice was hand delivered to Stephanie L. Stumbo, Executive Director, Kentucky Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601, and a copy of this Statutory Notice was hand delivered to Dennis G. Howard II, Assistant Attorney General, Office of Rate Intervention, 1024 Capital Center Drive, Frankfort, Kentucky 40601, and sent via overnight courier to Michael L. Kurtz, Boehm Kurtz & Lowry, 36 East Seventh Street, Suite 1510, Cincinnati, OH 45202, this 29th day of July, 2008.

Counsel for Kentucky Utilities Company

#### COMMONWEALTH OF KENTUCKY

#### BEFORE THE PUBLIC SERVICE COMMISSION

#### In the Matter of:

APPLICATION OF KENTUCKY UTILITIES	)	
COMPANY FOR AN ADJUSTMENT	)	CASE NO. 2008-00251
OF BASE RATES	)	

### KENTUCKY UTILITIES COMPANY'S APPLICATION FOR AUTHORITY TO ADJUST RATES

Applicant, Kentucky Utilities Company ("KU"), pursuant to KRS Chapter 278 and the applicable sections of 807 KAR Chapter 5, hereby applies to the Kentucky Public Service Commission ("Commission") for authority to adjust its electric base rates. KU's Notice of Intent to File Rate Applications, required by 807 KAR 5:001, Section 10(2) and 807 KAR 5:011, Section 8(1), was filed with the Commission on July 1, 2008, and is attached hereto at Tab 10 of the Filing Requirements.

In support of its Application, KU states as follows:

- 1. The full name and address of KU are: Kentucky Utilities Company, Post Office Box 32010, 220 West Main Street, Louisville, Kentucky 40232. KU is a Kentucky corporation authorized to do business in the Commonwealth of Kentucky.
- 2. KU is a utility engaged in the electric business. KU generates and purchases electricity, and distributes and sells electricity at retail in the following counties in Central, Northern, Southeastern and Western Kentucky:

Adair	Edmonson	Jessamine	Ohio
Anderson	Estill	Knox	Oldham
Ballard	Fayette	Larue	Owen
Barren	Fleming	Laurel	Pendleton
Bath	Franklin	Lee	Pulaski
Bell	Fulton	Lincoln	Robertson
Bourbon	Gallatin	Livingston	Rockcastle
Boyle	Garrard	Lyon	Rowan

Bracken Grant Madison Russell Bullitt Grayson Marion Scott Caldwell Green Mason Shelby Campbell Hardin McCracken Spencer Carlisle Harlan McCreary Taylor Carroll Harrison McLean Trimble Casey Hart Mercer Union Christian Henderson Montgomery Washington Clark Henry Muhlenberg Webster Clav Hickman Nelson Whitley Nicholas Crittenden Hopkins Woodford **Daviess** 

A certified copy of KU's Articles of Incorporation is on file with the Commission in Case No.

2005-00471, In the Matter of: Application of Louisville Gas and Electric Company and Kentucky Utilities Company for Authority to Transfer Functional Control of their Transmission System, filed on November 18, 2005, and is incorporated by reference herein pursuant to 807 KAR

5:001, Section 8(3).

3. This Application constitutes notice to the Commission pursuant to KRS 278.180(1) of the changes proposed to be made to KU's electric base rates. KU's Statutory Notice is attached to this Application. KU's Certificate of Notice to the Public of Change in the Tariffs Which Results in Increased Rates is attached hereto at Tab 9 of the Filing Requirements.

4. KU requests Commission approval of a change in existing rates and tariffs for electric service. KU proposes to change its existing rates and tariffs to those rates and charges set forth in the proposed tariff attached hereto at Tab 7 of the Filing Requirements. A comparison of the present and proposed rates and charges is attached hereto at Tab 8 of the Filing Requirements. KU does not currently have any special contracts for retail electric service. The proposed adjustments in electric rates will result in an increase in operating revenues of

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approximately \$22 million or 2.0% per year based on adjusted consumption during the 12 months ended April 30, 2008.

- 5. The monthly residential electric bill increase due to the proposed electric base rates will be 5.3%, or approximately \$3.70, for a customer using 1,000 kWh of electricity; however, due to the expiration of the Value Delivery Team Surcredit upon the filing of this Application and the termination of the Merger Surcredit Mechanism when new base rates go into effect, the total monthly residential electric bill increase will be 6.5%, or approximately \$4.50, for a customer using 1,000 kWh of electricity.<sup>1</sup>
- 6. KU supports its request for a change in its existing rates and tariffs for electric service with the verified testimony and exhibits of the following persons:
  - Victor A. Staffieri, Chairman, Chief Executive Officer, and President
  - Chris Hermann, Senior Vice President Energy Delivery
  - Paul W. Thompson, Senior Vice President Energy Services
  - S. Bradford Rives, Chief Financial Officer
  - Valerie L. Scott, Controller
  - Lonnie E. Bellar, Vice President State Regulation and Rates
  - Shannon L. Charnas, Director of Utility Accounting and Reporting
  - Sidney L. "Butch" Cockerill, Director Revenue Collections
  - Robert M. Conroy, Director Rates
  - William E. Avera, President, FINCAP, Inc.

<sup>&</sup>lt;sup>1</sup> By order dated March 24, 2006, in Case No. 2005-00351 with the Commission approved a settlement agreement providing for the termination of KU's VDT surcredit mechanism "following completion of the billing month in which the Company files an application for an adjustment of electric base rates pursuant to KRS 278.190 or the Commission enters an order reducing electric base rates pursuant to KRS 278.260 and KRS 278.270." Similarly, pursuant to the settlement agreement approved by the Commission on June 26, 2008, in Case No. 2007-00563, the merger surcredit mechanism will continue until new base rates go into effect for KU.

- W. Steven Seelye, Principal and Senior Consultant, The Prime Group, LLC
- 7. KU further supports its request for a change in its existing rates and tariffs for electric service with the following exhibits complying with the requirements of 807 KAR 5:001, Section 10:

Tab	Filing Requirement	Description
1	807 KAR 5:001 Section 10(1)(a)1	Reason for Rate Adjustment
2	807 KAR 5:001 Section 10(1)(a)2	Most Recent Annual Reports
3	807 KAR 5:001 Section 10(1)(a)3	Articles of Incorporation
4	807 KAR 5:001 Section 10(1)(a)4	Limited Partnership Agreement
5	807 KAR 5:001 Section 10(1)(a)5	Certificate of Good Standing
6	807 KAR 5:001 Section 10(1)(a)6	Certificate of Assumed Name
7	807 KAR 5:001 Section 10(1)(a)7	Proposed Tariff
8	807 KAR 5:001 Section 10(1)(a)8	Proposed Tariff Changes
9	807 KAR 5:001 Section 10(1)(a)9	Statement about Customer Notice
10	807 KAR 5:001 Section 10(2)	Notice of Intent
11	807 KAR 5:001 Section 10(3)	Customer Notice Information
12	807 KAR 5:001 Section 10(4)(a)	Sewer Utility Notices
13	807 KAR 5:001 Section 10(4)(b)	Typewritten Notices by Mail
14	807 KAR 5:001 Section 10(4)(c)	Other Customer Notices
15	807 KAR 5:001 Section 10(4)(d)	Publisher's Affidavit
16	807 KAR 5:001 Section 10(4)(e)	Verification - Mailed Notices
17	807 KAR 5:001 Section 10(4)(f)	Sample Notices Posted
18	807 KAR 5:001 Section 10(4)(g)	Comply w/ 807 KAR 5:051, Section 2
19	807 KAR 5:001 Section 10(5)	Hearing Notice Published
20	807 KAR 5:001 Section 10(6)(a)	Describe and Explain Adjustments
21	807 KAR 5:001 Section 10(6)(b)	Testimony (Revenues > \$1.0 mm)
22	807 KAR 5:001 Section 10(6)(c)	Testimony (Revenues < \$1.0 mm)
23	807 KAR 5:001 Section 10(6)(d)	New Rates Effect - Overall Revenues
24	807 KAR 5:001 Section 10(6)(e)	Average Customer Class Bill Impact
25	807 KAR 5:001 Section 10(6)(f)	Local Telephone Exchange Companies
26	807 KAR 5:001 Section 10(6)(g)	Analysis of Customer Bills
27	807 KAR 5:001 Section 10(6)(h)	Revenue Requirements Determination
28	807 KAR 5:001 Section 10(6)(i)	Reconcile Rate Base & Capitalization
29	807 KAR 5:001 Section 10(6)(j)	Current Chart of Accounts
30	807 KAR 5:001 Section 10(6)(k)	Annual Auditor's Opinion(s)

807 KAR 5:001 Section 10(6)(l)	FERC Audit Reports
807 KAR 5:001 Section 10(6)(m)	FERC Form 1s
807 KAR 5:001 Section 10(6)(n)	Depreciation Study
807 KAR 5:001 Section 10(6)(o)	Computer Software, Hardware, etc.
807 KAR 5:001 Section 10(6)(p)	Stock or Bond Prospectuses
807 KAR 5:001 Section 10(6)(q)	Annual Reports to Shareholders
807 KAR 5:001 Section 10(6)(r)	Monthly Management Reports
807 KAR 5:001 Section 10(6)(s)	SEC Reports (10Ks, 10Qs, and 8Ks)
807 KAR 5:001 Section 10(6)(t)	Affiliate, et. al., Allocations/Charges
807 KAR 5:001 Section 10(6)(u)	Cost-of-Service Study
807 KAR 5:001 Section 10(6)(v)	Local Telephone Exchange Companies
807 KAR 5:001 Section 10(7)(a)	Financial Statements w/ Adjustments
807 KAR 5:001 Section 10(7)(b)	Capital Construction Budget
807 KAR 5:001 Section 10(7)(c)	Pro Forma Adjustments - Plant
807 KAR 5:001 Section 10(7)(d)	Pro Forma Adjustments - Operating
807 KAR 5:001 Section 10(7)(e)	Period-End Customer Additions, etc.
	807 KAR 5:001 Section 10(6)(m) 807 KAR 5:001 Section 10(6)(n) 807 KAR 5:001 Section 10(6)(o) 807 KAR 5:001 Section 10(6)(p) 807 KAR 5:001 Section 10(6)(q) 807 KAR 5:001 Section 10(6)(r) 807 KAR 5:001 Section 10(6)(r) 807 KAR 5:001 Section 10(6)(t) 807 KAR 5:001 Section 10(6)(u) 807 KAR 5:001 Section 10(6)(u) 807 KAR 5:001 Section 10(7)(a) 807 KAR 5:001 Section 10(7)(b) 807 KAR 5:001 Section 10(7)(c) 807 KAR 5:001 Section 10(7)(d)

- 8. As required by KRS 278.030, the rates proposed for electric service are fair, just, and reasonable.
- 9. The Application for a general adjustment of electric base rates is supported by a twelve month historical test year in accordance with 807 KAR 5:001, Section 10(1)(a) with the test period ending April 30, 2008. KU's financial exhibit, prescribed in 807 KAR 5:001, Section 6, is attached hereto as "Financial Exhibit".
- In addition to the base rate adjustments herein requested, KU further requests the Commission to establish a regulatory asset for the costs of a settlement between KU and East Kentucky Power Cooperative, Inc. ("EKPC"), concerning transmission depancaking. KU and its sister company, Louisville Gas and Electric Company, through their parent company, E.ON U.S. LLC, have reached a settlement agreement in Federal Energy Regulatory Commission ("FERC") Docket No. ER06-1458-000, which will settle issues related to the agreement between East Kentucky Power Cooperative, Inc. ("EKPC") and E.ON U.S. regarding E.ON U.S.'s withdrawal

from the Midwest Independent Transmission System Operator, Inc. ("MISO"). The primary issue settled in the agreement relates to a dispute over pancaked transmission rates when EKPC is purchasing transmission from the MISO while having load on the E.ON U.S. transmission system. The settlement results in E.ON U.S. making payments of \$550,000 per year to EKPC for the years 2008-2012. The Company therefore requests that the Commission establish a regulatory asset for EKPC transmission depancaking settlement costs and amortize that regulatory asset over a five-year period.

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

Lonnie E. Bellar
Vice President, State Regulation and Rates
E.ON U.S. LLC
220 West Main Street
Louisville, Kentucky 40202

Allyson K. Sturgeon Senior Corporate Attorney E.ON U.S. LLC 220 West Main Street Louisville, Kentucky 40202

Kendrick R. Riggs
W. Duncan Crosby III
Deborah T. Eversole
Stoll Keenon Ogden PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202-2828

Robert M. Watt III Stoll Keenon Ogden PLLC 300 West Vine Street, Suite 2100 Lexington, Kentucky 40507-1801

WHEREFORE, Kentucky Utilities Company respectfully requests the Kentucky Public Service Commission to enter an order:

- 1. Approving the revised tariff sheets for electric service at Tab 7 of the Filing Requirements;
- 2. Authorizing Kentucky Utilities Company to establish and amortize over five years a regulatory asset for the costs associated with the transmission depancaking settlement agreement between the Company and East Kentucky Power Cooperative, Inc.; and
  - 3. Granting all other relief to which Kentucky Utilities Company may be entitled.

Respectfully submitted,

Lonnie E. Bellar

Vice President, State Regulation and Rates

E.ON U.S. LLC

220 West Main Street

Louisville, Kentucky 40202

Allyson K. Sturgeon

Senior Corporate Attorney

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Lexington, Kentucky 40507-1801

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Counsel for Kentucky Utilities Company

#### CERTIFICATE OF SERVICE

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Counsel for Kentucky Utilities Company

### FINANCIAL EXHIBIT (807 KAR 5:001 SEC. 6)

#### April 30, 2008

(1) Amount and kinds of stock authorized.

80,000,000 shares of Common Stock, without par value.

(2) Amount and kinds of stock issued and outstanding.

#### Common Stock:

37,817,878 shares issued and outstanding, without par value, recorded at \$308,139,978.

(3) Terms of preference of preferred stock whether cumulative or participating, or on dividends or assets otherwise.

None

(4) Brief description of each mortgage on property of applicant, giving date of execution name of mortgagor, name of mortgagee, or trustee, amount of indebtedness authorized to be secured thereby, and the amount of the indebtedness actually secured, together with any sinking fund provisions.

None

(5) Amount of bonds authorized, and amount issued giving the name of the public utility which issued the same, describing each class separately, and giving date of issue, face value, rate of interest, date of maturity and how secured, together with an amount of interest paid thereon during the last fiscal year.

#### Unsecured

#### Kentucky Utilities Company

			Princin	al Amount		Interest Expense
Date of	Date of	Rate of	1111104	Outstanding at		Year Ended
Issue	Maturity	Interest	Authorized	April 30, 2008		April 30, 2008
Pollution (	Control Bond	ls				
05/01/00	05/01/23	Variable	12,900,000	12,900,000		638,451
02/01/02	02/01/32	Variable	20,930,000	20,930,000		668,579
02/01/02	02/01/32	Variable	2,400,000	2,400,000		76,665
02/01/02	02/01/32	Variable	7,200,000	2,400,000		76,665
02/01/02	02/01/32	Variable	7,400,000	7,400,000		236,383
07/01/02	10/01/32	Variable	96,000,000	96,000,000		3,980,229
10/01/04	10/01/34	Variable	50,000,000	50,000,000		2,235,903
07/07/05	06/01/35	Variable	13,266,950	13,266,950		534,538
11/17/05	06/01/35	Variable	13,266,950	13,266,950		525,429
07/20/06	06/01/36	Variable	16,693,620	16,693,620		716,659
12/07/06	06/01/36	Variable	16,693,620	16,693,620	*	803,019
02/23/07	10/01/34	Variable	54,000,000	54,000,000		2,238,218
05/24/07	02/01/26	Variable	17,875,000	17,875,000		742,875
05/24/07	03/01/37	Variable	8,927,000	8,927,000		372,643
Total						\$ 13,846,256

<sup>\*</sup> KU issued notice to bondholder of its intention to convert this bond from the auction rate mode to a weekly interest rate mode, as permitted under the loan document. In connection with the conversion, KU purchased this bond from the remarketing agent. The bond is expected to be remarketed to the public at a later time.

(6) Each note outstanding, giving date of issue, amount, date of maturity, rate of interest in whose favor, together with amount of interest during the last 12-month period.

		Date of	Rate of		Interest Expense Year Ended
<u>Payee</u>	Date of Issue	Maturity	Interest	Amount	April 30, 2008
mit it d	0.4/3.0/03	04/20/12	4 5500/	100 000 000	<b>#4.550.000</b>
Fidelia Corp.	04/30/03	04/30/13	4.550%	100,000,000	\$4,550,000
Fidelia Corp.	08/15/03	08/15/13	5.310%	75,000,000	3,982,500
Fidelia Corp.	11/24/03	11/24/10	4.240%	33,000,000	1,399,200
Fidelia Corp.	01/15/04	01/16/12	4.390%	50,000,000	2,195,000
Fidelia Corp.	07/08/05	07/08/15	4.735%	50,000,000	2,367,500
Fidelia Corp.	12/19/05	12/21/15	5.360%	75,000,000	4,020,000
Fidelia Corp.	06/23/06	06/23/36	6.330%	50,000,000	3,165,000
Fidelia Corp.	10/25/06	10/25/16	5.675%	50,000,000	2,837,500
Fidelia Corp.	02/07/07	02/07/22	5.690%	53,000,000	3,015,700
Fidelia Corp.	03/30/07	03/30/37	5.860%	75,000,000	4,395,000
Fidelia Corp.	06/20/07	06/20/17	5.980%	50,000,000	2,583,028
Fidelia Corp.	09/14/07	09/14/28	5.960%	100,000,000	3,758,111
Fidelia Corp.	10/25/07	10/25/19	5.710%	70,000,000	2,076,219
Fidelia Corp.	12/20/07	12/19/14	5.450%	100,000,000	1,998,333
				-	\$42,343,091

(7) Other indebtedness, giving same by classes and describing security, if any with a brief statement of the devolution or assumption of any portion of such indebtedness upon or by person or corporation if the original liability has been transferred, together with amount of interest paid thereon during the last fiscal year.

None, other than current and accrued liabilities.

(8) Rate and amount of dividends paid during the five previous fiscal years, and amount of capital stock on which dividends were paid. (1)

#### Dividends on Common Stock, without par value

2003	-
2004	63,000,000
2005	50,000,000
2006	***
2007	_

(1) As of May 1998, the 37,817,878 shares are all owned by E.ON U.S. LLC (formerly LG&E Energy LLC) and all dividends declared by KU's Board of Directors are paid to E.ON U.S. LLC.

#### Dividends on 4 3/4% Cumulative Preferred Stock

For each of the quarters in fiscal years 2003 - 2004, the Company declared and paid dividends of \$1.1875 per share on the 200,000 outstanding shares of 4 3/4% Cumulative Preferred Stock, \$100 stated value, for a total of \$237,500 per quarter. On an annual basis the dividend amounted to \$4.75 per share, or \$950,000. This series of preferred stock was redeemed on October 24, 2005. The amount of dividends declared and paid through October 24, 2005 was \$773,196.

#### Dividends on 6.53% Cumulative Preferred Stock

For each of the quarters in fiscal years 2003 - 2004, the Company declared and paid dividends of \$1.6325 per share on the 200,000 outstanding shares of 6.53% Cumulative Preferred Stock, \$100 stated value, for a total of \$326,500 per quarter. On an annual basis the dividend amounted to \$6.53 per share, or \$1,306,000. This series of preferred stock was redeemed on October 24, 2005. The amount of dividends declared and paid through October 24, 2005 was \$1,062,942.

(9) Detailed Income Statement, Balance Sheet and Statement of Retained Earnings

Monthly Financial and Operating Reports are filed each month with the Kentucky Public Service Commission. Our most recent mailing covered financial statements for periods through June 30, 2008. Attached are detailed Statements of Income, Balance Sheets and Retained Earnings for the Company for the period ending April 30, 2008.

Statement of Income Twelve Months Ended April 30, 2008

Title of Account	No.	K	Total entucky Utilities		KU Retail Jurisdictional	J	Other urisdictional
Column A	Col B		Column C		Column D		Column E
Utility Operating Income							
Operating Revenues:							
Residential Sales	440	\$	443,474,211	\$	417,797,805	\$	25,676,405
Commercial and Industrial Sales:	442						
Small (or Comm) - Rural Comm & Comm L&P			302,596,720		290,207,602		12,389,117
Large (or Ind) - Industrial & Mine Power			309,060,678		297, 159,083		11.901,595
Public Street and Highway Lighting	444		9,699.691		9,441,183		258.508
Other Sales to Public Authorities	445		90,744,521		85,992,916		4,751,605
Total Sales to Ultimate Consumers		\$	1,155,575,820	\$	1,100,598,589	\$	54,977,231
Sales for Resale	447		143,707,653		47,398,641		96,309,011
Total Sales of Electricity		\$	1,299,283,472	\$	1,147,997,230	\$	151,286,242
Less: Provision for Refund	449.1		-		-		_
Total Revenues Net of Provision for Refund		\$	1,299,283,472	\$	1,147.997,230	\$	151,286,242
Other Operating Revenues:							
Miscellaneous Service Revenues	451		1,316,915		1,280,735		36,180
Rent from Electric Property	454		2,161,129		1,994,812		166,317
Other Electric Revenues	456		3,272,409		2,883,263		389,146
Total Other Operating Revenues		\$	6,750,454	\$	6,158,810	\$	591,643
Total Operating Revenue		\$	1,306,033,926	\$	1,154,156,041	\$	151,877.886
Operating Expenses:							
Operation Expenses	401	\$	812,881,473	\$	709,093,676		103,787,797
Maintenance Expenses	402		90,466,642		79.650,938		10,815,704
Depreciation Expense	403		119,163,164		104,223,702		14,939,462
Amortization of Limited-Term Electric Plant	404		5,193,055		4,534,092		658,963
Regulatory Credits	407		(2,196,420)		(1,901,684)		(294.736)
Taxes Other than Income Taxes	408.1		18,993,835		16,998,492		1,995,343
Income Taxes - Federal	409.1		31,655,467.72	Total	Income Taxes		
Income Taxes - State	409.1		11,712,922.70		35,213,972		136,712
Provision for Deferred Income Taxes	410.1		41,491,632.13				
Provision for Deferred Income Taxes - Credit	411.1		(49,509,338.49)				
Accretion Expense	411.1		1,901,344		1,646,311		255,033
Investment Tax Credit Adjustment - Net	411.4		35,891,647		31,059,519		4,832,128
Losses/(Gains) from Disposition of Allowances	411.8	\$	(583,107)		(504,602)		(78,505)
Total Utility Operating Expenses		Ф	1,117,062,317	\$	980,014,416	\$	137,047,901
Net Utility Operating Income		\$	188,971,609	\$	174,141,625	\$	14,829,985

Statement of Income Twelve Months Ended April 30, 2008

Title of Account	No.	Ken	Total ucky Utilities		(U Retail risdictional	.111	Other risdictional
Column A	Col. B		Column C		Column D		Column E
Other Income and	Deductions are n	ot separa	ited on a jurisdiction	nal basis.			
Other Income and Deductions							
Total Other Income	-	\$	38,592,340				
Total Other Income Deductions	-		2,238,905				
Total Taxes on Other income and Deductions	-		1,930,991		•		
let Other Income and Deductions	-	\$	34,422,443				
Interest Charges							
Interest on Long Term Debt	427	\$	56,189,348				
Amortization of Debt Discount and Expense	428		739,209				
Amortization of Loss on Re-Acquired Debt	428 1		•				
Amortization of Premium on Debt - Credit	429		-				
Amortization of Gain on Re-Acquired Debt - Credit	429.1		-				
Interest on Debt to Associated Companies	430		5,783,522				
Other Interest Expense	431		1,108,576				
Allowance for Borrowed Funds Used During			,,,,,,,,,				
Contruction	432		(1,379,941)				
Net Interest Charges		\$	62,440,714	\$	56,236,895	\$	6,203,81
Cumulative Effect of Accounting Change Net of Tax		\$	-				
let Income		\$	160,953,339				

Balance Sheet At April 30, 2008 Assets and Other Debits

			Total		KU Retail	Other
Title of Account	No.	Ke	entucky Utilities		Jurisdictional	 urisdictional
Column A	Col B		Column C		Column D	Column E
Utility Plant						
Utility Plant	101-106	\$	3,917.180,938		3.419.830,881	\$ 497,350.057
Plus: Construction Work in Progress	107		1,234,053,513		1,075,862,772	 158,190,741
Total Utility Plant		\$	5,151,234,451	\$	4,495,693.653	\$ 655.540.798
Less: Accumulated Provision for Depreciation	108,111		1,972,362,645		1,707,655,598	 264,707,047
Net Utility Plant		\$	3,178,871,807	\$	2,788,038,055	\$ 390,833,752
Other Property and Investments						
Non-Utility Property	121	\$	179,121	\$	-	\$ 179.121
Less: Accum Prov for Depr and Amortization	122		-		-	-
Investment in Subsidiary Companies	123 1		25,130,479		-	25.130.479
Non-Current Portion of Allowances	158.1		-		-	-
Other Investments	124		411,140		-	411,140
Special Funds	125-128		6,046,656		-	6,046,656
Total Other Property and Investments		\$	31,767.396	\$	±	\$ 31.767.396
Current and Accrued Assets						
Cash	131	\$	2,125,603	\$	1,869.705	\$ 255.898
Special Deposits	132-134		4,334.949		3,813.070	521.879
Working Funds	135		34,517		30.362	4,155
Temporary Cash Investments	136		17,682		15,553	2,129
Customer Accounts Receivable	142		86,359,539		62.333,338	24.026,201
Other Accounts Receivable	143		17,809,101		15,747,271	2.061,830
Less: Accum Prov for Uncollectable Accts-Credit	144		2,603.029		2,301,666	301.363
Notes Receivable from Associated Companies	145		· -			-
Accounts Receivable from Associated Companies	146		49.694		44.297	5.397
Fuel	151		46.647,687		40.509,473	6.138.214
Plant Materials and Operating Supplies	154		28.045,638		23,046,632	4.999.006
Allowances	15B.1		223.085		193.051	30.034
Less: Non-Current Portion of Allowances	158 1		7		•	rin .
Stores Expense Undistributed	163		6,524.614		5,497.561	1.027.053
Prepayments	165		3,405.611		2.995.614	409.997
Interest and Dividends Receivable	171		20.616		18.134	2.482
Accrued Utility Revenues	173		40,976,000		39.203,000	1.773,000
Miscellaneous Current Assets Mark to Market	174		•		-	
Total Current and Accrued Assets		\$	233,971,307	\$	193,015,395	\$ 40,955,912
Deferred Debits						
Unamortized Debt Expense	181	\$	6,790,525	\$	5,973,023	\$ 817.502
Unrecovered Plant and Regulatory Costs	182					
Other Regulatory Assets	182.3		82,545,198		72.540,934	10.004,264
Preliminary Survey and Inventory	183		1,818,069		1.599,194	218,875
Clearing Accounts	184		(1,509,649)		(1,345,683)	(163.966)
Miscellaneous Deferred Debits	186		58,686,798		51,382,181	7,304,617
Unamortized Loss on Re-Acquired Debt	189		10,611.578		9,334,065	1,277.513
Accumulated Deferred Income Taxes	190		50,537,997		47,013,194	3,524,803
Total Deferred Debits		\$	209,480,516	\$	186,496,909	\$ 22,983,608
Total Assets and Other Debits		\$	3,654,091,025	<u>\$</u>	3,167,550,359	\$ 486,540,667

Balance Sheet At April 30, 2008 Liabilities and Other Credits

Tills of A	Na	٧.	Total		KU Retail		Other urisdictional
Title of Account  Column A	No. Col B	N.E	entucky Utilities Column C		Jurisdictional Column D	<u> </u>	Column E
Outher A	Q0; B		Column		Column		Column C
Proprietary Capital							
Common Stock Issued	201	\$	308.139.978	\$	271,043.447	\$	37.096.531
Preferred Stock Issued	204		-		-		-
Premium on Capital Stock	207		-		-		•
Paid in Capital	208-211		115,000.000		101.155,315		13.844.685
Other Comprehensive Income					-		•
Capital Stock Expense	214		(321,289)		(282,609)		(38.680)
Retained Earnings	215-216		1.066.612.042		938,204.147		128.407.895
Unappropriated Undistributed Subsidiary Earnings	216 1		23,584,679		20,745,353		2,839,326
Total Proprietary Capital		\$	1,513,015,410	\$	1,330,865,653	\$	182,149,757
Long Term Debt			040 050 500	•		•	
Bonds	221	\$	316,059.520	\$	278,009,567	\$	38.049.953
Long Term Debt Marked to Market	221200		701 000 000		040 040 044		440 004 750
Long Term Debt To Associated Companies	233006		931.000.000		818,918.244		112,081,756
Other Long Term Debt	224 225		-		-		•
Unamortized Premium on Long Term Debt Total Long Term	225	\$	1,247,059,520	\$	1.096,927,811	\$	150,131,709
Total Long Term			1,241,000,020		1,030,327,011	Ψ	100,101,703
Other Non-Current Liabilities							
Accumulated Provision for Property Insurance	228 1	\$	-	\$	-	\$	
Accumulated Provision for Injuries and Damages	228.2		~		-		
Accumulated Provision for Pensions and Benefits	228 3		86.854.131		77.420.748		9.433.383
Accumulated Miscellaneous Operating Provision	228.4	-	-		_		
Total Other Non-Current Liabilities		_\$	86,854,131	\$	77,420,748	\$	9,433,383
Current and Accrued Liabilities							
Notes Payable	231	\$	•	\$		\$	_
Accounts Payable	232	•	131.651.750	•	117,352.817	*	14.298.933
Notes Payable to Associated Companies	233		93,302,454		82.069.905		11.232.549
Accounts Payable to Associated Companies	234		36.181.072		0.2.,000.010		36.181.072
Customer Deposits	235		19.792.752		19.033.545		759.207
Taxes Accrued	236		12.576.639		11,062,555		1.514.084
Interest Accrued	237		11,397,765		10.025.605		1.372.160
Dividends Declared	238				10.020.000		1.072.100
Matured Long Term Bonds/LTD Due in 1 Year	239		-				
Tax Collections Payable	241		3.264.806		2,770.875		493.931
Miscellaneous Current and Accrued Liabilities	242		13,363,943		12,964,868		399,075
Total Current and Accrued Liabilities	212	\$	321,531,181	\$	255,280,170	\$	66,251,011
, old out off and thousand manner							
Deferred Credits							
Customer Advances for Construction	252	\$	2.420,052	\$	2.405.862	\$	14.190
Accumulated Deferred Investment Tax Credits	255		58,094,343		49.714.508		8,379.835
Other Deferred Credits	253		21,296,039		18.334,472		2.961.567
Other Regulatory Liabilities	254		38,152.787		33,032,374		5.120.413
Asset Retirement Obligation	230		30.975.691		26,805,403		4.170.288
Miscellaneous Long Term Liability Due to Associated Companies	234		3.256.903		2,864.809		392.094
Accumulated Deferred Income Taxes	281-283		331,434,967		308,318,833		23,116,134
Total Deferred Credits		\$	485,630,783	\$	441,476,261	<u>\$</u>	44,154,522
Total Liabilities and Other Credits		\$	3,654,091,025	\$	3,201,970,643	\$	452,120,382

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# Kentucky Utilities Company Case No. 2008-00251 Historical Test Year Filing Requirements Table of Contents

Volume Number	Description of Contents
	Statutory Notice
	Application
1	Financial Exhibit pursuant to 807 KAR 5:001 Section 6
	Table of Contents  Response to Filing Requirements listed in 807 KAR 5:001 Section 10(1)(a)1 through 807 KAR 5:001 Section 10(6)(k)
	Response to Filing Requirements listed in 807 KAR 5:001 Section 10(6)(1) through 807 KAR 5:001 Section 10(6)(q)  Response to Filing Requirements listed in 807 KAR 5:001 Section 10(6)(q)
2	Response to Filing Requirements listed in 807 KAR 5.001 Section 10(6)(r) through 807 KAR 5.001 Section 10(7)(e)
3	Response to Filing Requirements listed in 807 KAR 5:001 Section 10(6)(r) through 807 KAR 5:001 Section 10(7)(e)  Response to Filing Requirements listed in 807 KAR 5:001 Section 10(6)(r) through 807 KAR 5:001 Section 10(7)(e)
4	Direct Testimony and Exhibits
5	Direct Testimony and Exhibits

# Case No. 2008-00251 Historical Test Period Filing Requirements Table of Contents

Tab #	Filing Requirement	Description	Volume No(s).	Sponsoring Witness(es)
1	807 KAR 5:001 Section 10(1)(a)1	A statement of the reason the adjustment is required.	l l	Lonnie E. Bellar
2	807 KAR 5:001 Section 10(1)(a)2	A statement that the utility's annual reports, including the annual report for the most recent calendar year, are on file with the Commission in accordance with 807 KAR 5:006, Section 3(1).	l	Lonnie E. Bellar
3	807 KAR 5:001 Section 10(1)(a)3	If the utility is incorporated, a certified copy of the utility's articles of incorporation and all amendments thereto or all out-of-state documents of similar import. If the utility's articles of incorporation and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.	1	Lonnie E. Bellar
4	807 KAR 5:001 Section 10(1)(a)4	If the utility is a limited partnership, a certified copy of the limited partnership agreement and all amendments thereto or all out-of-state documents of similar import. If the utility's limited partnership agreement and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.	1	Lonnie E. Bellar
5	807 KAR 5:001 Section 10(1)(a)5	If the utility is incorporated or a is a limited partnership, a certificate of good standing or certificate of authorization dated within sixty (60) days of the date the application is filed.	1	Lonnie E. Bellar
6	807 KAR 5:001 Section 10(1)(a)6	A certified copy of a certificate of assumed name as required by KRS 365.015 or a statement that such a certificate is not necessary.	1	Lonnie E. Bellar
7	807 KAR 5:001 Section 10(1)(a)7	The proposed tariff in a form which complies with 807 KAR 5:011 with an effective date not less than thirty (30) days from the date the application is filed.	ı	Lonnie E. Bellar
8	807 KAR 5:001 Section 10(1)(a)8	The utility's proposed tariff changes, identified in compliance with 807 KAR 5:011, shown either by:  (a) Providing the present and proposed tariffs in comparative form on the same sheet side by side; or,  (b) Providing a copy of the present tariff indicating proposed additions by italicized inserts or underscoring and striking over proposed deletions.	1	Lonnie E. Bellar
9	807 KAR 5:001 Section 10(1)(a)9	A statement that customer notice has been given in compliance with subsections (3) and (4) of this section with a copy of the notice.	1	Lonnie E. Bellar
10	807 KAR 5:001 Section 10(2)	Notice of Intent. Utilities with gross annual revenues greater than \$1,000,000 shall file with the commission a written notice of intent to file a rate application at least four (4) weeks prior to filing their application. The notice of intent shall state whether the rate application shall be supported by a historical test period or a fully forecasted test period. This notice shall be served upon the Attorney General, Utility Intervention and Rate Division.	i	Lonnic E. Bellar

#### Case No. 2008-00251

### Historical Test Period Filing Requirements Table of Contents

		n witten	Volume No(s).	Sponsoring Witness(es
ab#	Filing Requirement	Description		
11	807 KAR 5:001 Section 10(3)	Form of notice to customers. Every utility filing an application pursuant to this section shall notify all affected customers in the manner prescribed herein. The notice shall include the following information:  (a) The amount of the change requested in both dollar amounts and percentage change for each customer classification to which the proposed rate change will apply:  (b) The present rates and the proposed rates for each customer class to which the proposed rates would apply;  (c) Electric, gas, water and sewer utilities shall include the effect upon the average bill for each customer class to which the proposed rate change will apply:  (d) Local exchange companies shall include the effect upon the average bill for each customer class for the proposed rate change in basic local service;  (e) A statement that the rates contained in this notice are the rates proposed by (name of utility); however, the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice;		Lonnie E. Bellar
	2 C 001 S over 10/4)(2)	(f) A statement that any corporation, association, or person with a sussiminal Manner of notification. Sewer utilities shall give the required typewritten notice by mail to	1	Lonnie E. Bellar
12	807 KAR 5:001 Section 10(4)(a) 807 KAR 5:001 Section 10(4)(b)	Manner of notification. Applicants with twenty (20) or jewer customers affected or each customer	(	Lonnie E. Bellar
13	807 KAR 5:001 Section 10(4)(c)	Manner of notification. Except for sewer utilities, applicants with more than twenty (201 customers affected by the proposed general rate adjustment shall give the required notice by one (1) of the following methods:  1. A typewritten notice mailed to all customers no later than the date the application is filed with the commission;  2. Publishing the notice in a trade publication or newsletter which is mailed to all customers no later than the date on which the application is filed with the commission; or a later than the date on which the application is filed with the commission; or  3. Publishing the notice once a week for three (3) consecutive weeks in a prominent manner is a newspaper of general circulation in the utility's service area, the first publication to be mad within seven (7) days of the filing of the application with the commission.	n le	Lonnie E. Bellar
15	807 KAR 5:001 Section 10(4)(d)	Manner of notification. If the notice is published, an affidavit from the published, including the dates of the publication with an attached copy of the published notice, shall be filed with the commission no later than forty-five (45) days of the		Lonnie E. Bellar
16	807 KAR 5:001 Section 10(4)(e)	filed date of the application.  Manner of notification. If the notice is mailed, a written statement signed by the utility's chi officer in charge of Kentucky operations verifying the notice was mailed shall be filed with the commission no later than thirty (30) days of the filed date of the application.		Lonnie E. Bellar
17	807 KAR 5:001 Section 10(4)(f)	commission no later than thirty (30) days of the filed date of the application.  Manner of notification. All utilities, in addition to the above notification, shall post a sample copy of the required notification at their place of business no later than the date on which to application is filed which shall remain posted until the commission has finally determined the utility's rates.	he (	Lonnie E. Bellar

# Case No. 2008-00251 Historical Test Period Filing Requirements Table of Contents

Tab #	Filing Requirement	Description	Volume No(s).	Sponsoring Witness(es)
18	807 KAR 5:001 Section 10(4)(g)	Manner of notification. Compliance with this subsection shall constitute compliance with 807 KAR 5:051, Section 2.	Ĺ	Lonnie E. Bellar
19	807 KAR 5:001 Section 10(5)	Notice of hearing scheduled by the commission upon application by a utility for a general adjustment in rates shall be advertised by the utility by newspaper publication in the areas that will be affected in compliance with KRS 424.300	1	Lonnie E. Bellar
20	807 KAR 5:001 Section 10(6)(a)	A complete description and quantified explanation for all proposed adjustments, with proper support for any proposed changes in price or activity levels, and any other factors which may affect the adjustment.	1	S. Bradford Rives
21	807 KAR 5:001 Section 10(6)(b)	If the utility has gross annual revenues greater than \$1,000,000, the prepared testimony of each witness the utility proposes to use to support its application.	100	Lonnie E. Bellar
22	807 KAR 5:001 Section 10(6)(c)	If the utility has gross annual revenues less than \$1,000,000, the prepared testimony of each witness the utility proposes to use to support its application or a statement that the utility does not plan to submit any prepared testimony.	1	S. Bradford Rives
23	807 KAR 5:001 Section 10(6)(d)	A statement estimating the effect that the new rates will have upon the revenues of the utility including, at minimum, the total amount of revenues resulting from the increase or decrease and the percentage of the increase or decrease.	1	Robert M. Conroy
24	807 KAR 5:001 Section 10(6)(e)	If the utility provides electric, gas, water, or sewer service the effect upon the average bill for each customer classification to which the proposed rate change will apply.	ļ	Robert M. Conroy
25	807 KAR 5:001 Section 10(6)(f)	If the utility is a local exchange company, the effect upon the average bill for each customer class for the proposed rate change in basic local service.	1	Lonnie E. Bellar
26	807 KAR 5:001 Section 10(6)(g)	An analysis of customers' bills in such detail that revenues from the present and proposed rates can be readily determined for each customer class.	Ĺ	Robert M. Conroy
27	807 KAR 5:001 Section 10(6)(h)	A summary of the utility's determination of its revenue requirements based on return on net investment rate base, return on capitalization, interest coverage, debt service coverage, or operating ratio, with supporting schedules.	Ì	S. Bradford Rives
28	807 KAR 5:001 Section 10(6)(i)	A reconciliation of the rate base and capital used to determine its revenue requirement.	<u>I</u>	S. Bradford Rives
29	807 KAR 5:001 Section 10(6)(j)	A current chart of accounts if more detailed that the Uniform System of Accounts prescribed by the commission.	1	Shannon L. Charnas
30	807 KAR 5:001 Section 10(6)(k)	The independent auditor's annual opinion report, with any written communication from the independent auditor to the utility which indicates the existence of a material weakness in the utility's internal controls.	1	S. Bradford Rives
31	807 KAR 5:001 Section 10(6)(1)	The most recent Federal Energy Regulatory Commission or Federal Communication Commission audit reports.	2	Valerie L. Scott
32	807 KAR 5:001 Section 10(6)(m)	The most recent Federal Energy Regulatory Commission Form 1 (electric), Federal Energy Regulatory Commission Form 2 (gas), or Automated Reporting Management Information System Report (telephone) and Public Service Commission Form T (telephone);	2	Valene L. Scott

# Case No. 2008-00251 Historical Test Period Filing Requirements Table of Contents

Tab #	Filing Requirement	Description	Volume No(s).	Sponsoring Witness(es)
33	807 KAR 5:001 Section 10(6)(n)	A summary of the utility's latest depreciation study with schedules by major plant accounts, except that telecommunications utilities that have adopted the commission's average depreciation rates shall provide a schedule that identifies the current and test period depreciation rates used by major plant accounts. If the required information has been filed in another commission case a reference to that case's number and style will be sufficient.	2	Shannon L. Charnas & John J. Spanos
34	807 KAR 5:001 Section 10(6)(0)	A list of all commercially available or in-house developed computer software, programs, and models used in the development of the schedules and work papers associated with the filing of the utility's application. This list shall include each software, program, or model; what the software, program, or model was used for; identify the supplier of each software, program, or model; a brief description of the software, program, or model; the specifications for the computer hardware and the operating system required to run the program.	2	Valerie L. Scott
35	807 KAR 5:001 Section 10(6)(p)	Prospectuses of the most recent stock or bond offerings.	2	S. Bradford Rives
36	807 KAR 5:001 Section 10(6)(q)	Annual report to shareholders, or members, and statistical supplements covering the two (2) most recent years from the utility's application filing date.	2	S. Bradford Rives
37	807 KAR 5:001 Section 10(6)(r)	The monthly management reports providing financial results of operations for the twelve (12) months in the test period.	3	Valerie L. Scott
38	807 KAR 5:001 Section 10(6)(s)	Securities and Exchange Commission's annual report for the most recent two (2) years, Form 10-Ks and any Form 8-Ks issued within the past two (2) years, and Form 10-Qs issued during the past six (6) quarters updated as current information becomes available.	3	S. Bradford Rives
39	807 KAR 5:001 Section 10(6)(t)	If the utility had any amounts charged or allocated to it by an affiliate or general or home office or paid any montes to an affiliate or general or home office during the test period or during the previous three (3) calendar years, the utility shall file:  1. A detailed description of the method and amounts allocated or charged to the utility by the affiliate or general or home office for each charge allocation or payment;  2. An explanation of how the allocator for the test period was determined; and  3. All facts relied upon, including other regulatory approval, to demonstrate that each amount charged, allocated or paid during the test period was reasonable;	3	Valerie L. Scott

#### Case No. 2008-00251

### Historical Test Period Filing Requirements Table of Contents

Tab#	Filing Requirement	Description	Volume No(s).	Sponsoring Witness(es)
40	807 KAR 5:001 Section 10(6)(u)	If the utility provides gas, electric or water utility service and has annual gross revenues greater than \$5,000,000, a cost of service study based on a methodology generally accepted within the industry and based on current and reliable data from a single time period.	3	W. Steven Seelye
41	807 KAR 5:001 Section 10(6)(v)	Local exchange carriers with fewer than 50,000 access lines shall not be required to file cost of service studies, except as specifically directed by the commission. Local exchange carriers with more than 50,000 access lines shall file:  1. A jurisdictional separations study consistent with Part 36 of the Federal Communications Commission's rules and regulations; and  2. Service specific cost studies to support the pricing of all services that generate annual revenue greater than \$1,000,000, except local exchange access:  a. Based on current and reliable data from a single time period; and  b. Using generally recognized fully allocated, embedded, or incremental cost principles.	3	Lonnie E. Bellar
42	807 KAR 5:001 Section 10(7)(a)	b. Using generally recognized fully allocated, embedded, or incremental cost principles.  Upon good cause shown, a utility may request pro forma adjustments for known and measurable changes to ensure fair, just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro forma adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application:  (a) A detailed income statement and balance sheet reflecting the impact of all proposed adjustments:	3.	Valerie L. Scott
43	807 KAR 5:001 Section 10(7)(b)	Upon good cause shown, a utility may request pro forma adjustments for known and measurable changes to ensure fair, just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro forma adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application:  (b) The most recent capital construction budget containing at least the period of time as proposed for any pro forma adjustment for plant additions.	3	Valerie L. Scott

#### Case No. 2008-00251

### Historical Test Period Filing Requirements Table of Contents

Tab#	Filing Requirement	Description	Volume No(s).	Sponsoring Witness(es)
44	807 KAR 5:001 Section 10(7)(c)	Upon good cause shown, a utility may request pro formal adjustments for known and measurable changes to ensure fair just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro formal adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application (c) For each proposed pro formal adjustment reflecting plant additions provide the following information:  1. The starting date of the construction of each major component of plant:  2. The proposed in-service date;  3. The total estimated cost of construction at completion;  4. The amount contained in construction work in progress at the end of the test period;  5. A schedule containing a complete description of actual plant retirements and anticipated plant retirements related to the pro-forma plant additions including the actual or anticipated date of retirement;  6. The original cost, cost of removal and salvage for each component of plant to be retired during the period of the proposed pro-forma adjustment for plant additions;  7. An explanation of any differences in the amounts contained in the capital construction budge 8. The impact on depreciation expense of all proposed pro-forma adjustments for plant addition.		Valene L. Scott
45	807 KAR 5:001 Section 10(7)(d)	Upon good cause shown, a utility may request pro forma adjustments for known and measurable changes to ensure fair, just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro forma adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application:  (d) The operating budget for each period encompassing the pro forma adjustments.	3	Valerie L. Scott
46	807 KAR 5:001 Section 10(7)(e)	Upon good cause shown, a utility may request pro forma adjustments for known and measurable changes to ensure fair, just and reasonable rates based on the historical test period. The following information shall be filed with applications requesting pro forma adjustments or a statement explaining why the required information does not exist and is not applicable to the utility's application:  (e) The number of customers to be added to the test period-end level of customers and the related revenue requirements impact for all pro forma adjustments with complete details and supporting work papers.	3	W.Steven Seelye

# Kentucky Utilities Company Case No. 2008-00251 Historical Test Period Filing Requirements

Filing Requirement 807 KAR 5:001 Section 10(1)(a)1 Sponsoring Witness: Lonnie E. Bellar

#### **Description of Filing Requirement:**

A statement of the reason the adjustment is required.

#### Response:

KU's rates must be adjusted to a level which will provide it with an opportunity to recover sufficient revenues to operate its electric business successfully, maintain its financial integrity, attract capital and compensate investors for the risks assumed with respect to its electric business. KU is under Its plant has increased since its last rate case. Despite ongoing and significant efforts to manage costs and the implementation of operational efficiencies, its operation and maintenance costs have increased. KU's current rates do not provide sufficient revenue to pay the expenses of its operations and also provide a fair and reasonable return on its capital. The rates presently charged by KU are no longer compensatory and are unfair, unjust and unreasonable. KU now seeks an increase in rates in order to provide it an opportunity to recover sufficient revenues to operate in a safe and reliable manner, maintain its financial integrity, and properly compensate its shareholders for the risks assumed with respect to jurisdictional operations. Please refer to the testimonies of Victor A. Staffieri, Paul W. Thompson, Chris Hermann, S. Bradford Rives, Lonnie E. Bellar and W. Steven Seelye.

Filing Requirement 807 KAR 5:001 Section 10(1)(a)2 Sponsoring Witness: Lonnie E. Bellar

### **Description of Filing Requirement:**

A statement that the utility's annual reports, including the annual report for the most recent calendar year, are on file with the Commission in accordance with 807 KAR 5:006, Section 3(1).

### Response:

KU confirms that its annual reports, including the annual report for the most recent calendar year, are on file with the Commission.



Filing Requirement 807 KAR 5:001 Section 10(1)(a)3 Sponsoring Witness: Lonnie E. Bellar

## Description of Filing Requirement:

If the utility is incorporated, a certified copy of the utility's articles of incorporation and all amendments thereto or all out-of-state documents of similar import. If the utility's articles of incorporation and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.

### Response:

The Company's amended and restated articles of incorporation have been filed with the Commission in Case No. 2005-00471, In the Matter of: Application of Louisville Gas and Electric Company and Kentucky Utilities Company to Transfer Functional Control of Their Transmission System. The Company incorporates by reference its articles filed in that case.

Filing Requirement 807 KAR 5:001 Section 10(1)(a)4 Sponsoring Witness: Lonnie E. Bellar

## **Description of Filing Requirement:**

If the utility is a limited partnership, a certified copy of the limited partnership agreement and all amendments thereto or all out-of-state documents of similar import. If the utility's limited partnership agreement and amendments have already been filed with the commission in a prior proceeding, the application may state this fact making reference to the style and case number of the prior proceeding.

### Response:

KU is not a limited partnership and, therefore, compliance with this filing requirement is not necessary.



Filing Requirement 807 KAR 5:001 Section 10(1)(a)5 Sponsoring Witness: Lonnie E. Bellar

### **Description of Filing Requirement:**

If the utility is incorporated or a is a limited partnership, a certificate of good standing or certificate of authorization dated within sixty (60) days of the date the application is filed.

### Response:

See attached.

# Commonwealth of Kentucky Trey Grayson, Secretary of State

Division of Corporations Business Filings

P. O. Box 718 Frankfort, KY 40602 (502) 564-2848 http://www.sos.ky.gov

#### Certificate of Existence

Authentication Number: 65435 Jurisdiction: Kentucky Utilities Company

Visit http://apps.sos.ky.gov/business/obdb/certvalidate.aspx\_to authenticate this certificate.

I, Trey Grayson, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

#### KENTUCKY UTILITIES COMPANY

is a corporation duly incorporated and existing under KRS Chapter 271B, whose date of incorporation is August 17, 1912 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that articles of dissolution have not been filed; and that the most recent annual report required by KRS 271B.16-220 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 4th day of June, 2008.



Trey Grayson Secretary of State Commonwealth of Kentucky 65435/0028494

# Common brealth of Hirginia



# State Corporation Commission

## I Certify the Following from the Records of the Commission:

KENTUCKY UTILITIES COMPANY is a corporation existing under and by virtue of the laws of Virginia, and is in good standing.

The date of incorporation is November 26, 1991.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date: June 5, 2008

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

ISSUANCE DATE: 06/05/2008
REQUEST NUMBER: 08157507
TELEPHONE CONTACT: (615) 741-6488

CHARTER/QUALIFICATION DATE: 10/01/1919 STATUS: ACTIVE CORPORATE EXPIRATION DATE: PERPETUAL CONTROL NUMBER: 0038909 JURISDICTION: KENTUCKY

TD: CFS 8161 HWY 100 REQUESTED BY: CFS 8161 HWY 100

NASHVILLE, TN 37221

NASHVILLE, TN 37221

#### CERTIFICATE OF AUTHORIZATION

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT
"KENTUCKY UTILITIES COMPANY",

A CORPORATION FORMED IN THE JURISDICTION SET FORTH ABOVE, IS AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE AUTHORIZATION OF THE CORPORATION HAVE BEEN PAID;
THAT THE MOST RECENT CORPORATION ANNUAL REPORT REQUIRED HAS BEEN FILED WITH THIS OFFICE; AND THAT AN APPLICATION FOR CERTIFICATE OF WITHDRAWAL HAS NOT BEEN FILED.

FOR: REQUEST FOR CERTIFICATE ON DATE: 06/05/08

FFFS

RECEIVED: FEES

\$0.0p

TOTAL PAYMENT RECEIVED: \$180.00

RECEIPT NUMBER: 00004432471 ACCOUNT NUMBER: 00101230

GREUTURE COMMEN

FROM:

#172

CAPITAL FILING SERVICE (CFS)

NASHVILLE, TN 37221-0000

BIG1 HIGHWAY 100

RILEY C. DARNELL SECRETARY OF STATE

55-4458

Filing Requirement 807 KAR 5:001 Section 10(1)(a)6 Sponsoring Witness: Lonnie E. Bellar

### **Description of Filing Requirement:**

A certified copy of a certificate of assumed name as required by KRS 365.015 or a statement that such a certificate is not necessary.

### Response:

The legal name of KU is Kentucky Utilities Company. It has never done business in Kentucky under an assumed name and has never filed a Certificate of Assumed Name as may be required by KRS 365.015. KU does business in Virginia under the name Old Dominion Power Company. Please see the attached certificate regarding the use by KU of the name Old Dominion Power Company in Virginia.

# Common brealth of Hirginia



# State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date: June 17, 2008

### CERTIFICATE OF FICTITIOUS MAKE

This is to certify that Kentucky Utilities Company, a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Russell; Virginia, trading under the name of:

Old Dominion Power Company

Kentucky Utilitles Company
One Quality Street
Lexington Kentucky 40507

Fresident

STATE OF KENTUCKY:

The state of the s

COUNTY OF FAYETTE: To-wit:

I, George S. Brooks II, a Notary, Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November, 1991.

My Commission expires on the 19th day of January, 1993.

Notary Publice

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Russell on the 26th day of County of and admitted to record as the law directs.

-Clarky

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# Commontrealth & Hirginia



# State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date: June 17, 2008

#### CERTIFICATE OF FICTITIOUS NAME

This is to certify that Kentucky Utilities Company, a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Lee Virginia, trading under the name of:

Old Dominion Power Company

Kentucky Utilities Company & One Quality Street Lexington Kentucky 40507

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STATE OF KENTUCKY:

COUNTY OF FAYETTE:

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I, George S. Brooks, II, a Notary Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November, 1991.

My Commission expires on the 19th day of January 11993

Notary Public

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Leason the Ant, day of Missila 199/ sand admitted to record as the law directs.

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# Common brealth of Hirginia



# State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date: June 17, 2008

## CERTIFICATE OF FICTITIOUS HAME

This is to certify that Kentucky Utilities Company, a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Dickenson, Virginia, trading under the name of:

Old Dominion Fower Company

Kentucky Utilities Company
One Quality Street
Lexington, Kentucky 10807

President

STATE OF KENTUCKY:

COUNTY OF FAYETTE: T

To-wit:

I, George S. Brooks, II, a Notary Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November, 1991.

My Commission expires on the 19th day of January 1993.

Notary Public

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Dickenson record as the law directs.

Ludday Och Z

A COPY TESTE:

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# Common brealth of Hirginia



# State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified



Signed and Sealed at Richmond on this Date: June 17, 2008

BOOK 3. PAGE 1

### 17

#### CERTIFICATE OF FICTITIOUS NAME

This is to certify that Kentucky Utilities Company, a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Scott, Virginia, trading under the name of:

Old Dominion Power Company

Kentucky Utilities Company
One Quality Street

Lexington, Kentucky 40507

President

STATE OF KENTUCKY:

COUNTY OF FAYETTE:

To-wit:

I, George S. Brooks II, a Notary Public in and for the aforesaid state, do hereby certify that John T. Newton, whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November 1991.

OTARY My Commission expires on the 19th day of January 1993

PUDLIC &

Notary Public

COMMONWEALTH OF VIRGINIA:

The foregoing Certificate of Assumed Name was presented in the Office of the Clerk of the Circuit Court of the County of Scott on the 2nd day of December , 1991 and admitted to record as the law directs, at 8:00 A.M.

A TRUE COPY TESTE:
CIRCUIT COURT CLERK'S OFFICE
SCOTT COUNTY, VIRGINIA

Orale, ciere

# Commonduealth of Uirginia



# State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of an assumed or fictitious name certificate on file in the Clerk's Office of the Commission certifying that KENTUCKY UTILITIES COMPANY conducts business under the assumed or fictitious name of OLD DOMINION POWER COMPANY.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date: June 17, 2008

This is to certify that Kentucky Utilities Company a Virginia public service corporation, is the owner of the business to be conducted or transacted in the County of Wise, Virginia trading under the name of:

Old Dominion Power Company

Kentucky Utilities Company One Quality Streat

A President

STATE OF KENTUCKY:

COUNTY OF FAYETTE:

To-wit:

I, leorge S. Brooks II, a Notary Public in and for aforesaid state, do hereby certify that John T. Newton whose name is signed to the above certificate this day appeared before me and acknowledged the same.

Given under my hand this 22nd day of November 1991; My Commission expires on the 19th day of January 1993

Notary Public

The foregoing Certificate of Assumed Name was presented in the office of the Clerk of the Circuit Court of the County of Nise on the 26 day of November, 19 9/7, and admitted to record as the law directs.

This is to carilly that this is a true and correct reproduction or abstract of the official record fluggiving the Wise County/ City of Norton Virginia Circuit Court for the City or County of \_\_\_\_ C. flar Rakes, Clark

VOID IF ALTERED ON DOES NOT TO THE DEAR IMPRESSED SEAL OF COUNT DEAR IMPRESSED SEAL OF COURT

(SEAL)

VS3A - 8/83



Filing Requirement 807 KAR 5:001 Section 10(1)(a)7 Sponsoring Witness: Lonnie E. Bellar

## Description of Filing Requirement:

The proposed tariff in a form which complies with 807 KAR 5:011 with an effective date not less than thirty (30) days from the date the application is filed.

### Response:

See attached.

# KU's Proposed Tariffs

## **Kentucky Utilities Company**

220 West Main Street Louisville, Kentucky

Rates, Terms and Conditions for Furnishing

## **ELECTRIC SERVICE**

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

# PUBLIC SERVICE COMMISSION OF KENTUCKY

Date of Issue July 29, 2008 Date Effective September 1, 2008

Issued by
Lonnie E. Bellar, Vice President
State Regulation and Rates

P.S.C. No. 14, Original Sheet No. 1

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	GENERAL INDEX		
	Standard Electric Rate Schedules – Terms and C	onditions	
<u>Title</u>		Sheet <u>Number</u>	Effective <u>Date</u>
General Index		1	09-01-08
SECTION 1 - S	tandard Rate Schedules		
RS	Residential Service	5	09-01-08
VFD	Volunteer Fire Department Service	7	09-01-08
GS	General Service	10	09-01-08
AES	All Electric School	12	09-01-08
PS	Power Service	15	09-01-08
TOD	Time-of-Day Service	20	09-01-08
LTOD	Large Time-of-Day Service	21	09-01-08
RTS	Retail Transmission Service	25	09-01-08
IS	Industrial Service	30	09-01-08
ST. LT.	Street Lighting Service	35	09-01-08
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FAC DSM ECR FF	djustment Clauses Fuel Adjustment Clause Demand-Side Management Cost Recovery Mechanisn Environmental Cost Recovery Surcharge Franchise Fee Rider	87 90	12-03-07 04-03-08 10-31-03 10-16-03
	School Tax	91	09-01-08
ST HEA	Home Energy Assistance Program	92	10-01-07

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

P.S.C. No. 14, Original Sheet No. 1.1

	GENERAL INDEX				
	Standard Electric Rate Schedules – Terms and C	Conditions			
<u>Title</u>		Sheet <u>Number</u>	Effective <u>Date</u>		
SECTION 5 – Terms and Conditions					
	Customer Bill of Rights	95	09-01-08		
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	Special Terms and Conditions Applicable to Rate RS	100	09-01-08		
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Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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### **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 5

# Standard Rate RS Residential Service

#### APPLICABLE

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available for single phase 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 its effective date of July 1, 2004.

#### RATE

Customer Charge: \$8.49 per month

Plus an Energy Charge of: \$0.05774 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
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 Customer Charge shall be the minimum charge

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

Customer's payment will be due within ten (10) days from date of bill.

#### LATE PAYMENT CHARGE

If full payment is not received within five (5) days from the due date of the bill, a 5% 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: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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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 fire fighting apparatus, and
- 3) half the members must be volunteers

#### RATE

Customer Charge:

\$8.49 per month

Plus an Energy Charge of:

\$0.05774 per kWh

#### **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
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 Customer Charge shall be the minimum charge.

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

Customer's payment will be due within ten (10) days from date of bill.

#### LATE PAYMENT CHARGE

If full payment is not received within five (5) days from the due date of the bill, a 5% 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: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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## 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 average maximum loads not exceeding 50 kW. Existing customers with an average maximum load exceeding 50 kW who are receiving service under P.S.C. 13, Fourth Revision of Original Sheet No. 10 as of September 1, 2008, will continue to be served under this rate at their option. New customers, upon demonstrating an average demand of 50 kW or greater, will be served under the appropriate rate schedule.

#### RATE

Customer Charge: \$10.00 per month for single-phase service

\$10.00 per month for three-phase service

Plus an Energy Charge of: \$0.06745 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
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 Customer Charge shall be the minimum charge.

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

Customer's payment will be due within ten (10) days from date of bill.

#### LATE PAYMENT CHARGE

If full payment is not received within five (5) days from the due date of the bill, a 5% 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: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Standard Rate

A.E.S.

All Electric School

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Service under this rate is available where energy requirement for (I) a complex of school buildings on a central campus, (2) an individual school building, or (3) an addition to an existing school building is served electrically by Kentucky Utilities Company; such energy requirement to include, but not be limited to, lighting, heating, cooling and water heating. Other school buildings not so receiving every energy requirement electrically shall be separately metered from the above defined service and served under another appropriate applicable rate. At those locations where the school owns its distribution system and makes the service connections therefrom to the various buildings and/or load centers, the 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, the Company's investment in construction may be limited to an amount not exceeding twice the estimated annual revenue from the service so connected. If the Customer desires, he will be allowed to make a contribution for the remaining requirement, so as to receive service under this schedule.

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. This Rate Schedule is not available to include buildings of privately operated kindergartens or day care centers and is restricted to those customers receiving service as of the effective date when this schedule is approved by the Public Service Commission.

Other fuels may be used as incidental to and for instructional laboratory and other miscellaneous purposes without affecting the availability of this rate.

#### RATE

All kilowatt-hours: \$0.05815 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
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

Date of Issue: July 29, 2008

Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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T | Standard Rate A.E.S.

**All Electric School** 

## MINIMUM CHARGE

An Annual Minimum Charge of \$20.47 per kW for all connected equipment, except air-conditioning and other individual equipment of one (1) kW or less, but not less than \$204.70 per year. Payments to be made monthly of not less than 1/12 of the annual minimum until the aggregate payments during the contract year equal the annual minimum. However, minimum payments made in excess of the amount bases on the rate schedule will be applied as a credit on billings for energy used during the contract year.

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

Customer's payment will be due within ten (10) days from date of bill.

#### LATE PAYMENT CHARGE

If full payment is not received within five (5) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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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 minimum average secondary loads of 50 kW and maximum average loads not exceeding 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 September 1, 2008, with loads not meeting this criteria will continue to be served under this rate at their option. Customers initiating service on this rate after September 1, 2008, and whose load characteristics subsequently do not meet this criteria will be billed on the appropriate rate.

#### RATE

Customer Charge per month:	\$75.00	\$75.00
Plus an Energy Charge per kWh of:	\$ 0.03282	\$ 0.03282
Plus a Maximum Load Charge per kW of:	\$ 7.65	\$ 7.26

#### **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
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 power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD).

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

Power Factor (in percent)

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Standard Rate PS
Power Service

#### MINIMUM ANNUAL CHARGE

Service under this schedule is subject to an annual minimum of \$91.80 per kilowatt for secondary delivery and \$87.12 per kilowatt for primary delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly maximum load during such yearly period;
- (b) The contract capacity, based on the expected maximum kW demand upon the system;
- (c) 60 percent of the kW capacity of facilities specified by the customer:
- (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; or
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year. A new customer or an existing customer having made a permanent change in the operation of electrical equipment that materially affects the use in kilowatt-hours and/or use in kilowatts of maximum load will be given an opportunity to determine new service requirements in order to select the most favorable contract year period and rate applicable.

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

Customer's payment will be due within ten (10) days from date of bill.

#### LATE PAYMENT CHARGE

If full payment is not received within five (5) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

#### TERM OF CONTRACT

For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.

#### **TERMS AND CONDITIONS**

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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

# Standard Rate TOD Time-of-Day Service

#### **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

This schedule is available for secondary or primary service. Service under this schedule will be limited to minimum average loads of 250kW and maximum average loads not exceeding 5,000 kW. Customers initiating service on this rate whose load characteristics subsequently do not meet this criteria will be billed on the appropriate rate.

#### RATE

Customer Charge per month:		ondary 90.00		imary 20.00
Plus an Energy Charge per kWh of:	\$	0.03282	\$	0.03282
Plus a Maximum Load Charge per kW of: On-Peak Demand Off-Peak Demand	æ	6.39 1.27	\$ \$	6.00 1.27

#### **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
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 power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD)

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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Standard Rate TOD

Time-of-Day Service

#### **RATING PERIODS**

The rating periods applicable to the Maximum Load charges shall be as follows:

On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout Company's service area

On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout Company's service area.

Off-Peak Period – All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.

#### MINIMUM ANNUAL CHARGE

Service under this schedule is subject to an annual minimum of \$76.68 per kilowatt for secondary and \$72.00 per kilowatt for primary on-peak delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly on-peak maximum load during such yearly period;
- (b) The contract capacity, based on the expected maximum kW demand upon the system;
- (c) Sixty percent of the kW capacity of facilities specified by the customer;
- (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; or
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.

# **DUE DATE OF BILL**

Customer's payment will be due within ten (10) days from date of bill.

# LATE PAYMENT CHARGE

If full payment is not received within five (5) days from 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: July 29, 2008 Date Effective: September 1, 2008

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Standard Rate

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# Large Time-of-Day Service

# **APPLICABLE**

In all territory served

#### **AVAILABILITY OF SERVICE**

This schedule is available for primary service. Service under this schedule will be limited to minimum average loads of 5,000kW and maximum average loads not exceeding 50,000 kW. Customers with new or increased load requirements that exceed 50,000 kW will have a rate developed based upon their electrical characteristics. Customers initiating service on this rate whose load characteristics subsequently do not meet this criteria will be billed on the appropriate rate.

### RATE

Customer Charge per month:

\$120.00

Plus an Energy Charge per kWh of:

\$ 0.03282

Plus a Maximum Load Charge per kW of:

On-Peak Demand
Off-Peak Demand

\$ 5.12

\$ 1.27

# **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
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 power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD)

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

Power Factor (in percent)

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

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Standard Rate LTOD

Large Time-of-Day Service

# **RATING PERIODS**

The rating periods applicable to the Maximum Load charges shall be as follows:

On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout Company's service area

On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout Company's service area.

Off-Peak Period – All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.

# MINIMUM ANNUAL CHARGE

Service under this schedule is subject to an annual minimum of \$61.44 per kilowatt for primary on-peak delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly on-peak maximum load during such yearly period;
- (b) The contract capacity, based on the expected on-peak maximum kW demand upon the system;
- (c) Sixty percent of the kW capacity of facilities specified by the customer;
- (d) Primary delivery, \$307,200 per year; or
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities

Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.

#### DUE DATE OF BILL

Customer's payment will be due within ten (10) days from date of bill.

# LATE PAYMENT CHARGE

If full payment is not received within five (5) days from 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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Standard Rate RTS

#### **Retail Transmission Service**

### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is available for transmission service. Service under this schedule will be limited to maximum average loads not exceeding 50,000 kVA. Customers with new or increased load requirements that exceed 50,000 kVA will have rate developed based upon their electrical characteristics.

# **RATE**

Customer Charge per month:	***************************************	<u>nission</u> 20.00
Plus an Energy Charge per kWh of:	\$	0.03252
Plus a Maximum Load Charge per kVA of: On-Peak Demand	\$	4.39
Off-Peak Demand	\$	1.13

#### **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
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 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 shall be as follows:

On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout Company's service area

On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout Company's service area.

Off-Peak Period – All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.

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Standard Rate RTS

**Retail Transmission Service** 

# MINIMUM ANNUAL CHARGE

Service under this schedule is subject to an annual minimum of \$52.68 per kVA for transmission on-peak delivery for each yearly period based on the greater of (a), (b), (c), or (d), as follows:

- (a) The highest monthly on-peak load during such yearly period;
- (b) The contract capacity, based on the expected on-peak maximum kW demand upon the system;
- (c) Sixty percent of the kW capacity of facilities specified by the customer; or
- (d) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.

#### DUE DATE OF BILL

Customer's payment will be due within ten (10) days from date of bill.

# LATE PAYMENT CHARGE

If full payment is not received within five (5) days from 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

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Standard Rate IS
Industrial Service

### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Available for three-phase delivery to customers up to an aggregate of two hundred (200) MVA for all customers taking service under this schedule and under the Industrial Service Rate IS 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 large industrial time-of-day 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 large industrial time-of-day and not served on another standard rate schedule as of July 1, 2004.

#### **BASE RATE**

Customer Charge	\$120.00 per month		
•	·	<u>Primary</u>	<u>Transmission</u>
Energy Charge of. Per monthly billing perio	od .	\$0.03282 per kWh	\$0.03282 per kWh
Plus a Demand Charge of			

Plus a Demand Charge of: Per monthly billing period

Standard Load Charges:

On-Peak	\$4.79 per kVA	\$4 58 per kVA
Off-Peak	\$0.93 per kVA	\$0.93 per kVA

Where the monthly Standard On-Peak billing and Off-Peak billing are the greater of the applicable charge per kVA times:

- a) the maximum metered standard demand, as measured over a fifteen (15) minute interval, for each peak period in the monthly billing period;
- b) 60% of the maximum metered standard demand, as determined in (a) above, for each peak period in the preceding eleven (11) monthly billing periods;
- c) 60% of the contract capacity based on the expected maximum demand upon the system; or
- d) minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Plus Fluctuating Lo	ad Charges:
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On-Peak	\$2.29 per kVA	\$2.20 per kVA
Off-Peak	\$0.37 per kVA	\$0.37 per kVA

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Standard Rate IS
Industrial Service

Where the monthly Fluctuating On-Peak billing and Off-Peak billing are the greater of the applicable charge per kVA times:

- e) the maximum metered fluctuating demand, as measured over a five (5) minute interval, for each peak period less the maximum metered standard demand for that peak period in the monthly billing period, or
- f) 60% of the billed fluctuating demand, as determined in (e) above, for each peak period in the preceding eleven (11) monthly billing periods

### **RATING PERIODS**

The rating periods applicable to the peak load charges shall be as follows:

The On-Peak Period during the four consecutive summer billing months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time (EST), year round, throughout Company's service territory.

The On-Peak Period during the eight consecutive winter billing months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time (EST), year round, throughout Company's service territory.

The Off-Peak Period shall consist of all other hours.

### MINIMUM CHARGE

The minimum charge will be the Demand 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.

# **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
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 ten (10) days from date of bill.

# LATE PAYMENT CHARGE

If full payment is not received within five (5) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Standard Rate	IS	
	Industrial 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 5:056, Section 14(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 the CURTAILMENT SERVICE RIDER 3. Company's right to interrupt under this provision is restricted to responses to unplanned outage or de-rates of E.ON U.S. LLC System (EUS System) owned or purchased generation or when Automatic Reserve Sharing is invoked with ECAR or an ISO/TRO. EUS 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

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# Standard Rate IS Industrial Service

### 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Standard Rate ST. LT.
Street Lighting Service

### **AVAILABILITY OF SERVICE**

This rate schedule is available, for the various types of street lighting services shown herein, in any community in which the Company has an electric franchise. Service is subject to the provisions herein and the provisions of the Company's standard contract for street lighting service. Should the service not meet these standard provisions, then the Company reserves the right to revise the charges listed hereinafter so as to include any additional or unusual cost involved.

#### STANDARD/ORNAMENTAL SERVICE

- 1. STANDARD OVERHEAD SYSTEM: Street lighting equipment furnished under the Standard Overhead Rate shall consist of wood poles, brackets, appropriate fixtures for the lamps being used, the necessary overhead street lighting circuit, protective equipment, controls and transformers. The Company will install, own, operate and maintain the entire street lighting system, including circuits, lighting fixtures and lamp replacements. The Customer shall pay the Standard Overhead Rate.
- 2. ORNAMENTAL OVERHEAD SYSTEM: The Company will, upon request, furnish under the Ornamental Overhead Rate, ornamental poles of the Company's choosing, together with overhead wiring and all other equipment and provisions mentioned in 2 above. The Customer will pay the Ornamental Overhead Rate.
- 3. OTHER THAN CONVENTIONAL OVERHEAD SYSTEMS: Should the Customer require, either initially or upon replacement, a system or equipment other than that described in 2 or 3 above for lamp sizes as provided herein, (this constituting a conventional overhead system) the Customer may make a non-refundable contribution to the Company equal to the difference in the installed cost between the system or equipment so required and the cost of a conventional overhead system as hereinbefore defined. In a similar manner the Customer will pay the difference in the cost of operation and maintaining such a system or equipment and the cost of operation and maintaining a conventional Overhead System. Any installation costs which are to be borne by the Customer, should be paid at the time of installation.

# RATE

	LOAD/LIGHT_	RATE PER LIGHT PER MONTH	
		STANDARD	<u>ORNAMENTAL</u>
*INCANDESCENT			
1,000 Lumens (approximately)	.102 kW/Light	\$ 2.76	\$ 3.42
2,500 " "	201 kW/Light	3.64	4.48
4,000 " "	327 kW/Light	5.37	6.35
6,000 " "	.447 kW/Light	7.19	8.28
*MERCURY VAPOR			
7,000 Lumens (approximately)	.207 kW/Light	\$ 7.73	\$10.09
10,000 " "	294 kW/Light	9.12	11.22
20,000 " "	.453 kW/Light	11.13	12.81
HIGH PRESSURE SODIUM			
4,000 Lumens (approximately)	.060 kW/Light	\$ 5.72	\$ 8,60
5,800 " "	.083 kW/Light	6.29	9.16
9,500 " "	.117 kW/Light	7.17	10.24
22,000 " "	242 kW/Light	10.86	13.93
50,000 " "	.485 kW/Light	17.90	20.96

NOTE: \* Incandescent is restricted to those fixtures in service on October 12, 1982. Mercury Vapor is restricted to those fixtures in service on February 1, 2004. Upon failure, existing fixtures will either be removed from service or replaced with available lighting at the customer's option.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Standard Rate ST. LT.

**Street Lighting Service** 

# **DECORATIVE UNDERGROUND SERVICE**

- 1. FURNISHED EQUIPMENT: Street lighting equipment furnished hereunder shall consist of appropriate size decorative poles and fixtures for the lamps being used, the necessary underground conductor, protective equipment, controls and transformers. The Company will install, own, operate and maintain the entire street lighting system, including conductor, decorative poles, fixtures and lamp replacements. The Customer shall pay the rate as shown plus, at the time of installation, pay to the Company the amount to cover the additional cost of underground over the equivalent overhead street lighting circuitry.
- 2. STORAGE PROVISION FOR GRAN VILLE LIGHT AND ACCESSORIES: If the Company provides storage for the fixture, poles and/or the accessories, an adder of 12.50% will apply to the monthly rate per light.

RATE	HIGH PRES	SURE SODIUM (HP	<b>\$</b> )
Type Of <u>Pole &amp; Fixture</u>	Lumen Output (Approximate)	Load/Light <u>In kW</u>	Monthly Rate Per Light
Acorn (Decorative Pole) Acorn (Historic Pole) Acorn (Decorative Pole) Acorn (Historic Pole) Acorn (Decorative Pole) Acorn (Historic Pole)	4,000 4,000 5,800 5,800 9,500 9,500	0.060 0.060 0.083 0.083 0.117	\$10.82 \$18.13 \$12.34 \$18.81 \$13.20 \$19.69
Colonial Colonial Colonial	4,000 5,800 9,500	0.060 0.083 0.117	\$ 7.76 \$ 8.35 \$ 9.13
Coach Coach	5,800 9,500	0.083 0.117	\$27.91 \$28.69
Contemporary Contemporary Contemporary Contemporary	5,800 9,500 22,000 50,000	0.083 0.117 0.242 0.485	\$14.15 \$16.93 \$20.06 \$26.65
Gran Ville Gran Ville Accessories:  * Single Crossarm Bracket Twin Crossarm Bracket 24 Inch Banner Arm 24 Inch Clamp Banner A 18 Inch Banner Arm 18 Inch Clamp On Banne Flagpole Holder Post-Mounted Receptace Base-Mounted Receptace ** Additional Receptacles Planter Clamp On Planter	rm er Arm	0.150	\$42.52 \$17.07 \$19.00 \$ 2.96 \$ 4.09 \$ 2.73 \$ 3.37 \$ 1.26 \$17.72 \$17.10 \$ 2.42 \$ 4.10 \$ 4.56
* For Existing Poles O ** For 2 Receptacles or			

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

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# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 35.2

Street Lighting Service  ADJUSTMENT CLAUSES  The bill amount computed at the charges specified above shall accordance with the following:  Fuel Adjustment Clause Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax  DUE DATE OF BILL	be increased or decreased in  Sheet No. 85 Sheet No. 87 Sheet No. 90
The bill amount computed at the charges specified above shall accordance with the following:  Fuel Adjustment Clause Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax	Sheet No. 85 Sheet No. 87
The bill amount computed at the charges specified above shall accordance with the following:  Fuel Adjustment Clause Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax	Sheet No. 85 Sheet No. 87
accordance with the following:  Fuel Adjustment Clause Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax  DUE DATE OF BILL	Sheet No. 85 Sheet No. 87
Fuel Adjustment Clause Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax	Sheet No. 87
Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax  DUE DATE OF BILL	Sheet No. 87
Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax  DUE DATE OF BILL	
School Tax  DUE DATE OF BILL	Sheet No. 90
DUE DATE OF BILL	
	Sheet No. 91
Customer's payment will be due within ten (10) days from date of	f bill.
Oustomer's payment will be ded within ten (10) days now date of	
DETERMINATION OF ENERGY CONSUMPTION	
The kilowatt-hours will be determined as set forth on Sheet No. 6	7 of this Tariff

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

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Standard Rate P.O. LT.

Private Outdoor Lighting

#### APPLICABLE

In all territory served.

### **AVAILABILITY OF SERVICE**

Service under this schedule is offered, under the conditions set out hereinafter, for lighting applications on private property such as, but not limited to, residential, commercial and industrial plant site or parking lot, other commercial area lighting, etc. to Customers now receiving electric service from the Company at the same location. Service will be provided under written contract signed by Customer prior to service commencing, when facilities are required other than fixture(s).

### **RATE**

# STANDARD (SERVED OVERHEAD)

TYPE LIGHT	APPROX. LUMENS	kW RATING	MONTHLY CHARGE
Open Bottom Mercury Vapor	7,000**	.207	\$ 8.76
Cobra Mercury Vapor	20,000**	.453	\$11.13
Open Bottom High Pressure Sodium	5,800	.083	\$ 5.10
Open Bottom High Pressure Sodium	9,500	117	\$ 5.89
Cobra High Pressure Sodium	22,000	242	\$10.86
Cobra High Pressure Sodium	50,000	.485	\$17.90

# **DIRECTIONAL (SERVED OVERHEAD)**

TYPE LIGHT	APPROX. LUMENS	kW RATING	MONTHLY CHARGE
Directional High Pressure Sodium	9,500	.117	\$ 7.02
Directional High Pressure Sodium	22,000	242	\$10.26
Directional High Pressure Sodium	50,000	.485	\$16.08

The Company will furnish a complete standard or directional fixture with appropriate mast arm on existing poles with available secondary voltage of 120/240.

Where the location of existing poles are not suitable or where there are no existing poles for mounting of lights, and the Customer requests service under these conditions, the Company may furnish the required facilities at an additional charge per month to be determined by the Company. These additional charges are subject to change by Company upon thirty (30) days prior written notice.

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Standard Rate P.O. LT.

Private Outdoor Lighting

All facilities required by Company will be standard stocked material. When underground facilities are requested and the Company agrees to underground service, the Customer will be responsible for ditching and back-filling and seeding and/or repaving as necessary, and provide, own and maintain all conduit.

# METAL HALIDE COMMERCIAL AND INDUSTRIAL LIGHTING

TYPE POLE AND FIXTURE	APPROX. LUMENS	kW RATING	MONTHLY CHARGE	T
Directional Fixture Only	12,000	0.207	\$10.52	
Directional Fixture With Wood Pole	12,000	0.207	\$12.67	
Directional Fixture With Direct Burial Metal Pole	12,000	0.207	\$19.69	T/I
Directional Fixture Only	32,000	0.450	\$15.22	
Directional Fixture With Wood Pole	32,000	0.450	\$17.38	'
Directional Fixture With Metal Pole	32,000	0.450	\$24.40	
Directional Fixture Only	107,800	1.080	\$32.06	
Directional Fixture With Wood Pole	107,800	1.080	\$35.05	
Directional Fixture With Metal Pole	107,800	1.080	\$39.32	
Contemporary Fixture Only	12,000	0.207	\$11.71	
Contemporary Fixture With Direct Burial Metal Pole	12,000	0.207	\$20.91	T/I
Contemporary Fixture Only	32,000	0.450	\$16.91	l
Contemporary Fixture With Metal Pole	32,000	0.450	\$26.08	
Contemporary Fixture Only	107,800	1.080	\$34.84	
Contemporary Fixture With Metal Pole	107,800	1.080	\$44.03	1
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Private Outdoor Lighting

Company, where secondary voltage of 120/240 is available, will furnish, own, and maintain poles, fixtures and any necessary circuitry up to 100 feet. All poles and fixtures furnished by Company will be standard stocked materials. 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 by Company. Such charges are subject to change by Company upon 30 days prior written notice.

Customer is to pay the monthly rate plus any additional charge determined above plus provide all ditching, back-filling, and repaving/seeding/sodding as necessary and provide, own, and maintain all conduit. Company may, at Customer's request, provide all ditching, back-filling, and repaving/seeding/sodding as necessary for payment, in advance, of Company's cost to provide those services. Upon termination of service, the Company shall not be required to remove underground facilities.

Where Customer has need for non-stocked styles of poles or fixtures, Company may agree to provide the requested styles for payment, in advance, by Customer of the cost difference between the requested styles and the stock materials. Customer accepts that Company's maintenance of non-stock materials is dependent on outside vendors and that maintenance of non-stock styles may be delayed or materials unavailable.

# **DECORATIVE HPS (SERVED UNDERGROUND)**

TYPE POLE AND FIXTURE	APPROX. LUMENS	kW RATING	MONTHLY CHARGE	
Acorn Decorative	4,000	0.060	\$11.65	
Acorn Historic	4,000	0.060	\$17.29	
Acorn Decorative	5,800	0.083	\$12.34	
Acorn Historic	5,800	0.083	\$18.13	
Acorn Decorative	9,500	0.117	\$13.22	
Acorn Historic	9,500	0.117	\$19.69	
Colonial	4,000	0.060	\$ 7.76	
Colonial	5,800	0.083	\$ 8.35	
Colonial	9,500	0.117	\$ 9.13	
Coach	5,800	0.083	\$27.91	
Coach	9,500	0.117	\$28.69	
Contemporary	5,800	0.083	\$14.15	
Contemporary	9,500	0.117	\$16.93	
Contemporary	22.000 *	0.242	\$20.06	
Contemporary	50,000 *	0.485	\$26.65	
Gran Ville	16,000	0.150	\$42.52	

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itandard Rate P.O. LT. Private Outdoor Lighting			
Gran Ville Accessories:	MONTHLY CHARGE		
*** Single Crossarm Bracket	\$17.07		
Twin Crossarm Bracket	\$19.00		
24 Inch Banner Arm	\$ 2.96		
24 Inch Clamp Banner Arm	\$ 4.09		
18 Inch Banner Arm	\$ 2.73		
18 Inch Clamp Banner Arm	\$ 3.37		
Flagpole Holder	\$ 1.26		
Post-Mounted Receptacle	\$17.72		
Base-Mounted Receptacle	\$17.10		
**** Additional Receptacle	\$ 2.42		
Planter	\$ 4.10		
Clamp On Planter	\$ 4.56		

Company to furnish, own, and maintain decorative poles, fixtures and any necessary circuitry up to 100 feet for the size lamps being used. Additional facilities required by Customer will be provided at a charge to be determined by the Company. These additional charges are subject to change by the Company upon 30 days prior written notice. All facilities furnished by the Company will be standard stocked material. Customer to pay rate plus any additional charges as determined above plus provide all ditching, back-filling, and repaving/seeding/sodding as necessary, and provide, own, and maintain all conduit. Upon termination of this service, the Company shall not be required to remove underground wiring. If the Company provides storage for the fixture, poles and/or the accessories, then an adder of 12.50 % will apply to the rate per light for Gran Ville lights and accessories.

NOTE: \* NOT AVAILABLE FOR URBAN RESIDENTIAL HOME USE

- \*\* RESTRICTED TO THOSE FIXTURES IN SERVICE ON AUGUST 20, 1990. UPON FAILURE, EXISTING FIXTURES WILL EITHER BE REMOVED FROM SERVICE OR REPLACED WITH AVAILABLE LIGHTING AT THE CUSTOMER'S OPTION.
- \*\*\* FOR EXISTING POLES ONLY
- \*\*\*\* FOR 2 RECEPTACLES ON SAME POLE

# **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
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No 91

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Standard Rate P.O. LT.
Private Outdoor Lighting

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

Payment is due within ten (10) days from date of 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

#### 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 the Customer to pay to Company its cost of labor to install and remove facilities plus cost of non-salvable material, prorated on the basis of the remaining portion of the five-year period.

Signed contracts will not be required when the fixture(s) are placed on existing pole with a 120 volt source.

#### **TERMS AND CONDITIONS**

- 1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
- 2. All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Company. The Company shall be allowed two (2) business days after notification by the Customer in which to restore service.
- 3. The Customer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts.
- 4. The Company shall own and maintain all facilities required in providing this service, except as noted above.

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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

\$0.04782 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
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 ten (10) days from date of bill.

# CONDITIONS OF DELIVERY

- a) 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.
- b) 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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P.S.C. No. 14, 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 to traffic control devices including signals, cameras, or other traffic lights which operate 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.

#### RATE

Customer Charge: \$3.84 per delivery per month

Plus an Energy Charge of: \$0.05848 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
Environmental Cost Recovery Surcharge Sheet No. 87
Franchise Fee Rider Sheet No. 90
School Tax Sheet No. 91

### MINIMUM CHARGE

The Customer Charge

#### DUE DATE OF BILL

Customer's payment will be due within ten (10) days from date of 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.
- 2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the customer.
- 3. Traffic lights not operated on an all-day every-day basis will be served under General Service Rate GS.

# **TERMS AND CONDITIONS**

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

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Standard Rate

**CTAC** 

# **Cable Television Attachment Charges**

#### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Where a cable television system operator has proper authorization to provide cable television service in a given area (hereinafter "Customer"), Company is willing to permit the attachments of cables, wires and appliances to its poles where, in Company's judgment, such attachments will not interfere with its electric service requirements and other prior licensees using Company's poles. Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement and an Application and Permit form supplied by Company.

# **RENTAL CHARGE**

Rental charge of \$2.71 per year for each attachment to pole, subject to annual adjustment as provided below.

### RENTAL CHARGE ADJUSTMENT

The rental charge stated above is subject to change by Company upon twenty (20) days' written notice to the Customer and the Public Service Commission. Such change will be either an upward or downward adjustment, when conditions arise which materially affect the investment in facilities, or a change in Company's costs to cover expense of operation, maintenance, depreciation, taxes, insurance and return on investment, in accordance with the Commission's allowance of such expenses and investments. A change in the Rental Charge will not be made more often than once in any 12-month period and will apply to the next semi-annual billing period.

#### **BILLING**

Rental charges to be billed semi-annually based on the number of pole attachments being maintained on December 1 and June 1. Payment will be due within ten (10) days from date of bill.

### **TERM OF AGREEMENT**

The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provisions contained in the agreement. At any time thereafter, the Customer may terminate the agreement by giving not less than six (6) months' prior written notice. Upon termination of the agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.

# TERMS AND CONDITIONS OF POLE ATTACHMENTS

Pole attachments shall be permitted in accordance with this Rental Schedule. Company's Terms and Conditions shall be applicable, to the extent they are not in conflict with or inconsistent with the special provisions of this Rental Schedule, Cable Television Attachments Agreement, the Application and Permit form.

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# **Cable Television Attachment Charges**

Upon written Agreement, Company is willing to permit, to the extent it may lawfully do so, the attachment of cables, wires and appliances to its poles by a cable television system operator, hereinafter "Customer," where, in its judgment, such use will not interfere with its electric service requirements and other prior licensees using Company's poles, including consideration of economy and safety, in accordance with this rental schedule approved by the Public Service Commission. The Terms and Conditions applicable to such service are as follows:

#### 1. ATTACHMENT APPLICATIONS AND PERMITS

Before making attachment to any pole or poles of Company, Customer shall make application and receive a permit therefore on a form to be supplied by Company (KU Form 17-52). The information submitted by Customer with the application for a permit shall consist of drawings and associated descriptive matter which shall be adequate in all detail to enable Company to thoroughly check the proposed installation of Customer. Before the attachments are made, the permit must be approved by Company. Customer shall not build separate pole lines along existing facilities of Company and shall not place intermediate poles in spans of Company, unless authorized by Company in writing. Company shall have the right to remove unauthorized Customer attachments at Customer's expense after notice to Customer. In the event a pole attachment count does not correspond to the recorded attachment count, Customer will pay a back rental fee for any excess attachments. The back rental fee will be double the rate otherwise in effect over the time since last pole attachment count and shall be payable on demand.

# 2. PERMITTED ATTACHMENTS

Customer shall be permitted to make only one bolt attachment for one messenger on tangent poles and two bolt attachments for two messengers on corner poles. A maximum of five individual coaxial cables may be supported by any single messenger if these cables are all attached to the messenger by suitable lashings or bindings, and so that the maximum overall dimension of the resulting cable bundle does not exceed two (2) inches. Any messenger attachment other than to tangent poles must be properly braced with guys and anchors provided by Customer to the satisfaction of Company. The use of existing Company anchors for this purpose must be specifically authorized in writing, subject to additional charge, and will not ordinarily be permitted. The use of crossarms or brackets shall not be permitted. In addition to messenger attachments, Customer will be permitted one Customer amplifier installation per pole and four service drops to be tapped on cable messenger strand and not on pole. Customer power supply installations shall be permitted, but only at pole locations specifically approved by Company. Any or all of the above are considered one attachment for billing purposes. Any additional attachments desired by Customer will be considered on an individual basis by Company, and as a separate attachment application.

#### 3. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Customer's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical

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Safety Code, current edition, and Company's construction practices, or any amendments or revisions of said Code and in compliance with any rules or orders now in effect or that hereinafter may be issued by the Public Service Commission of Kentucky, or other authority having jurisdiction. In the event any of Customer's construction does not meet any of the foregoing requirements, Customer will correct same in fifteen work days after written notification. Company may make corrections and bill Customer for total costs incurred, if not corrected by Customer.

### 4. MAINTENANCE OF ATTACHMENTS

Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Company and so as not to conflict with the use of said poles by Company, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working use of facilities thereon or which may, from time to time, be placed thereon. Customer shall promptly at any time, at its own expense, upon written notice from Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Company but in no case longer than two months after date of written request. In cases of emergency, however, Company may arrange to relocate, replace or renew the facilities placed on said poles by Customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Company, or its other licensees, and Customer shall, on demand, reimburse Company for the expense thereby incurred.

# 5. COSTS ASSOCIATED WITH ATTACHMENTS

In the event that any pole or poles of Company to which Customer desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, Company will indicate on the application and permit form (KU Form 17-52) the changes necessary to provide adequate poles and the estimated cost thereof to Customer and return the form to Customer. If Customer still desires to make the attachments, and returns the form to Company marked to so indicate, Company will replace such inadequate poles with suitable poles and Customer will, on demand, reimburse Company for the total cost of pole replacement necessary to accommodate Customer attachments, less the salvage value of any pole that is removed, and the expense of transferring Company's facilities from the old to the new poles. Where Customer desired attachments can be accommodated on pre-sent poles of Company by rearranging Company's facilities thereon, Customer will compensate Company for the full expense incurred in completing such rearrangements, within ten days after receipt of Company's invoice for such expense. Customer will also, on demand, reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. In the event Customer makes an unauthorized attachment which necessitates rearrangements when discovered, then Customer shall pay on demand twice the expense incurred in completing such rearrangements.

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Cable Television Attachment Charges

#### 6. MAINTENANCE AND OPERATION OF COMPANY'S FACILITIES

Company reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its electric service requirements, but in accordance with the specifications herein before referred to. Company shall not be liable to Customer for any interruption to service to Customer's subscribers or for interference with the operation of the cables, wires and appliances of Customer arising in any manner out of the use of Company's poles hereunder.

#### 7. FRANCHISES AND EASEMENTS

Customer shall submit to Company evidence, satisfactory to Company, of Customer's authority to erect and maintain Customer's facilities within public streets, highways and other thoroughfares within the above described territory which is to be served and shall secure any necessary consent by way of franchise or other satisfactory license, permit or authority, acceptable to Company from State, County or municipal authorities or from the owners of property where necessary to construct and maintain facilities at the locations of poles of Company which it desires to use. Customer must secure its own easement rights on private property. Customer must, regardless of authority received or franchises given by governmental agencies, conform to all requirements of Terms and Conditions with regard to Company's property. Company's approval of attachments shall not constitute any representation or warranty by Company to Customer regarding Customer's right to occupy or use any public or private right-of-way.

#### 8. INSPECTION OF FACILITIES

Company reserves the right to inspect each new installation of Customer on its poles and in the vicinity of its lines or appliances and to make periodic inspections, every two (2) years or more often as plant conditions warrant of the entire plant of Customer. Such inspections, made or not, shall not operate to relieve Customer of any responsibility, obligation or liability.

### 9. RENTALS

Customer shall pay to Company an annual rental charge per attachment in accordance with the Rental Schedule from time to time in effect, as approved by the Public Service Commission for each year from the 1st of January of each respective year to the following December 31 provided, however, that should the Agreement be terminated in accordance with the terms of the said Agreement at any time after January 1 of any year and prior to December 31 of that year, the annual rentals will be prorated from January 1 to the date of such termination. The rental payments herein provided for shall be made on a semi-annual basis upon the number of poles on which attachments are being maintained on the 1st day of December and the 1st day of June, respectively. This rental charge is subject to change in accordance with the Rental Schedule from time to time in effect, as approved by the Public Service Commission or applicable regulations or statutes.

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# Standard Rate CTAC Cable Television Attachment Charges

### 10. PRECAUTIONS TO AVOID FACILITY DAMAGE

Customer shall exercise precautions to avoid damage to facilities of Company and of others supported on said poles; and shall assume all responsibility for any and all loss for such damage cause by it. Customer shall make an immediate report to Company of the occurrence of any damage and shall reimburse Company for the expense incurred in making repairs.

#### 11. INDEMNITIES AND INSURANCE

Customer shall defend, indemnify and save harmless Company from any and 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 and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by Company it-self or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of Customer, its employees, agents, or other representatives or from their presence on the premises of Company, either solely or in concurrence with any alleged joint negligence of Company.

Customer shall provide and maintain in an Insurance Company(s) authorized to do business in the Commonwealth of Kentucky, the following:

- (a) Insurance protection for Customer employees to the extent required by the Workmen's Compensation Law of Kentucky and, where same is not applicable or if necessary to provide a defense for Company, Employer's Liability Protection (covering both Company and Customer) for Customer employees for no less than \$100,000.00 per employee.
- (b) Public Liability and Business Liability insurance with a minimum limit of \$500,000.00 for each person injured and with a minimum total limit of \$1,000,000.00 for each accident and a minimum limit of \$100,000.00 for property damage for each accident.
- (c) Public Liability and Property Damage insurance on all automotive equipment used by Customer on job to the extent of the amounts for Public Liability and Property Damage insurance set out in the preceding Paragraph (b).
- (d) In the event that work covered by the Agreement includes work to be done in places or areas where the Maritime Laws are in effect, then and in that event additional insurance protection to the limits in Paragraph (b) above for liability arising out of said Maritime Laws.
- (e) In the event the work covers fixed wing aircraft, rotor lift, lighter than air aircraft or any other form of aircraft, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b).

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(f) In the event the work covers blasting, explosives or operations underground, in trenches or other excavations, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b), together with products hazard and completed operations insurance where applicable, affording protection to the limits above prescribed. Customer's liability insurance shall be written to eliminate XCU exclusions. Said insurance is to be kept in force for not less than one year after cancellation of the Agreement.

Before starting work, Customer shall furnish to Company a certificate(s) of insurance satisfactory to Company, evidencing the existence of the insurance required by the above provisions, and this insurance may not be canceled for any cause without sixty (60) days advance written notice being first given Company; provided, that failure of Company to require Customer to furnish any such certificate(s) shall not constitute a waiver by Company of Customer's obligation to maintain insurance as provided herein.

Each policy required hereunder shall contain a contractual endorsement written as follows: "The insurance provided herein shall also be for the benefit of Kentucky Utilities Company so as to guarantee, within the policy limits, the performance by the named insured of the indemnity provisions of the Cable Television Attachment Agreement between the named insured and Kentucky Utilities Company. This insurance may not be canceled for any cause without sixty (60) days advance written notice being first given to Kentucky Utilities Company."

### 12. ATTACHMENT REMOVAL AND NOTICES

Customer may at any time voluntarily remove its attachments from any pole or poles of Company, but shall immediately give Company written notice of such removal on a form to be supplied by Company (KU Form 17-53). No refund of any rental will be due on account of such voluntary removal.

#### 13. FORBIDDEN USE OF POLES

Prior to Customer's initial attachment, Company reserves the right due to engineering design requirements to refuse use by Customer of certain or specific poles or structures (such as normal transmission routes). Upon notice from Company to Customer that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit covering the use of such pole or poles shall immediately terminate and Customer shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

# 14. NON-COMPLIANCE

If Customer shall fail to comply with any of the provisions of these Rules and Regulations or Terms and Conditions or default in any of its obligations under these Rules and Regulations or Terms and Conditions and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, Company may, at its option, forthwith terminate the Agreement or the permit covering the poles as to which such default or non-

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# Standard Rate CTAC

# Cable Television Attachment Charges

compliance shall have occurred, by giving written notice to Customer of said termination. No refund of any rental will be due on account of such termination.

### 15. BILLING

Bills for expenses and other charges under the Agreement shall be payable within ten (10) days after presentation. Non-payment of bills shall constitute a default of the Agreement.

#### 16. WAIVERS

Failure to enforce or insist upon compliance with any of these Rules and Regulations or Terms and Conditions or the Agreement shall not constitute a general waiver or relinquishment thereof, but the same shall be and remain at all times in full force and effect.

### 17. USE OF COMPANY'S FACILITIES BY OTHERS

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Company, by contract or otherwise, to others, not parties to the Agreement, to use any poles covered by the Agreement; and Company shall have the right to continue and to extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

#### 18. ASSIGNMENT

Customer shall not assign, transfer or sublet the privileges hereby granted and/or provided in the Agreement without the prior consent in writing of Company.

### 19. PROPERTY RIGHTS

No use, however extended, of Company poles under the Agreement shall create or vest in Customer any ownership or property rights in said poles, but Customer shall be and remain a customer only. Nothing herein contained shall be construed to compel Company to maintain any of said poles for a period longer than demanded by its electric service requirements.

### 20. FAILURE TO PROCEED

Customer agrees to proceed as expeditiously as practical with the work of providing the television cable service to the area described in the Agreement. Within ninety (90) days from the date of the Agreement, Customer shall make progress reasonably satisfactory to Company in the installation of its facilities or shall demonstrate, to the reasonable satisfaction of Company, its ability to proceed expeditiously.

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# Standard Rate CTAC Cable Television Attachment Charges

### 21. TERMINATION

Upon termination of the Agreement in accordance with any of its terms, Customer shall immediately remove its cables, wires and appliances from all poles of Company. If not removed, Company shall have the right to remove them at the cost and expense of Customer.

#### 22. SECURITY

Customer shall furnish bond for the purposes hereinafter specified as follows:

- (a) during the period of Customer's initial installation of its facilities and at the time of any expansion involving more than seventy-five (75) poles, a bond in the amount of \$2,000 for each 100 poles (or fraction thereof) to which Customer intends to attach its facilities;
- (b) following the satisfactory completion of Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);
- (c) after Customer has been a customer of Company pursuant to the Agreement and is not in default thereunder for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof).
- (d) such bond shall contain the provision that it shall not be terminated prior to six (6) months' after receipt by Company of written notice of the desire of the bonding or insurance company to terminate such bond. This six (6) months' termination clause may be waived by Company if an acceptable replacement bond is received before the six (6) months has ended. Upon receipt of such termination notice, Company shall request Customer to immediately remove its cables, wires and all other facilities from all poles of Company. If Customer should fail to complete the removal of all of its facilities from the poles of Company within thirty (30) days after receipt of such request from Company, then Company shall have the right to remove them at the cost and expense of Customer and without being liable for any damage to Customer's wires, cables, fixtures or appurtenances. Such bond shall guarantee the payment of any sums which may become due to Company for rentals, inspections or work performed for the benefit of Customer under the Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.
- e) Company in its sole discretion may agree in writing to accept other collateral (such as a cash deposit or an irrevocable bank letter of credit) in substitution for the bond required by, and subject to the other requirements of, this Section 22

# 23. NOTICES

Any notice, or request, required by these Rules and Regulations or Terms and Conditions or the Agreement shall be deemed properly given if mailed, postage pre-paid, to the Senior Vice President in charge of Operations, Kentucky Utilities Company, One Quality Street, Lexington,

Date of Issue: July 29, 2008

Date Effective: January 1, 1984 Refiled: July 29, 2008

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# Standard Rate CTAC Cable Television Attachment Charges

Kentucky, in the case of Company; or, in the case of the Customer, to its representative designated in the Agreement. The designation of the person to be notified, and/or his address may be changed by Company or Customer at any time, or from time to time, by similar notice.

#### 24. ADJUSTMENTS

Nothing contained herein or in any Agreement shall be construed as affecting in any way the right of Company, and Company shall at all times have the right, to unilaterally file with the Public Service Commission a change in rental charges for attachments to poles, other charges as provided for, any rule, regulation, condition or any other change required. Such change or changes to become effective upon approval of the Commission or applicable regulations or statutes, and shall constitute an amendment to the Agreement.

#### 25. TERM OF AGREEMENT

The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provision contained in the Agreement. At any time thereafter, the Customer may terminate the Agreement by giving not less than six (6) months prior written notice. Upon termination of the Agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.

### 26. BINDING EFFECT

Subject to the provisions of Section 18 hereof, the Agreement and these Rules and Regulations or Terms and Conditions shall extend to and bind the successors and assigns of the parties hereto.

Date of Issue: July 29, 2008

Date Effective: January 1, 1984 Refiled: July 29, 2008

# 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 meet 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 18, and the results show the meter was not more than two percent fast, the customer will be charged \$60.00 to cover the test and transportation costs.

# DISCONNECTING AND RECONNECTING SERVICE CHARGE

A charge of \$25.00 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 15, 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 \$25.00 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 \$9.00 per month will be made to those data pulses. Time pulses will not be supplied.

#### METER DATA PROCESSING CHARGE

A charge of \$2.75 per report will be made to cover the cost of processing, generating, and providing recorder metered customer with profile reports.

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CSR1

# Curtailable Service Rider 1

#### APPLICABLE

In all territory served.

# **AVAILABILITY OF SERVICE**

This rider is restricted to those customers receiving service under the provisions of the preceding CSR rider, P.S.C. No. 13, Original Sheet No. 50, as of the execution date of the Settlement Agreement in P.S.C. Case No. 2003-00434, May 12, 2004.

#### CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company Requests for curtailment shall not exceed two hundred and fifty (250) 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 unlimited requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- a) Customer shall contract for a given amount of firm demand, and the curtailable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- b) Customer shall contract for a given amount of curtailable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.
- c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's

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#### CSR1

# Curtailable Service Rider 1

intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above.

d) In those months in which Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

# RATE

Customer will receive a credit against the applicable power schedule for curtailable kW, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.

Primary Transmission

Demand Credit of: \$ 3.20 per kW \$ 3.10 per kW

Non-Compliance Charge of: \$16.00 per kW \$16.00 per kW

Failure of Customer to curtail when requested to do so 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 necessary by the size of the load or other conditions.

#### **TERMS AND CONDITIONS**

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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

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CSR<sub>2</sub>

#### Curtailable Service Rider 2

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rider shall be made available to any customer served under the applicable power schedules who contracts for not less than 1,000 kilowatts of their total requirements to be subject to curtailment upon notification by 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 five hundred (500) 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 unlimited requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than ten (10) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- a) The customer shall contract for a given amount of firm demand, and the curtailable load shall be the Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, the customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- b) The customer shall contract for a given amount of curtailable load by which the customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, the Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.
- c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price

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#### CSR<sub>2</sub>

#### Curtailable Service Rider 2

for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above. This option to "buy-thru" will be available to the customer only after customer has been served under CSR2 for three (3) years with no non-compliances.

d) In those months in which Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

#### RATE

Customer will receive a credit against the applicable power schedule for curtailable kW, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.

	Primary	Transmission
Demand Credit of:	\$ 4.19 per kW	\$ 4.09 per kW
Non-Compliance Charge of:	\$16.00 per kW	\$16.00 per kW

Failure of Customer to curtail when requested to do so 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 necessary by the size of the load or other conditions.

### **TERMS AND CONDITIONS**

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

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### **Curtailable Service Rider 3**

#### **APPLICABLE**

In all territory served.

# **AVAILABILITY OF SERVICE**

This rider is restricted to those customers receiving service under the provisions of Rate IS – Industrial Service and on service as of the effective date when this schedule is approved by the Public Service Commission.

### **CONTRACT OPTION**

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed one hundred (100) hours in any continuous 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 unlimited requests for curtailment per calendar day within these parameters. Requests for curtailment are limited to the On-Peak periods specified under Rating Periods in the IS rate schedule. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- a) Customer shall contract for a given amount of firm demand, and the curtailable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of noncompliance.
- b) Customer shall contract for a given amount of curtailable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of noncompliance.

In those months in which Company does not request load curtailment, Customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

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### Standard Rate Rider

#### CSR3

# Curtailable Service Rider 3

### **RATE**

Customer will receive a credit against the applicable power schedule for curtailable kVA, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.

Primary

Transmission

Demand Credit of:

\$ 3.20 per kVA

\$ 3.10 per kVA

Non-Compliance Charge of:

\$16.00 per kVA

\$16.00 per kVA

Failure of Customer to curtail when requested to do so 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 necessary by the size of the load or other conditions.

### **TERMS AND CONDITIONS**

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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

## **Load Reduction Incentive Rider**

#### **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

This schedule shall be made available as a rider to any customer served on Company's standard tariffs, having stand-by generation facilities of at least 500 kW, and agreeing to operate such facilities in accordance with the terms and conditions of this tariff. Service under this schedule is offered for a total maximum contracted load of 10,000 kW.

#### RATE

Up to \$0.30 per kWh

#### **TERMS AND CONDITIONS**

- Company will have the option to require Customer to operate Customer's stand-by generation to replace Customer's electric usage. Such period of generation shall not exceed 8 hours in any 24-hour period nor shall the total hours of generation in any 12month period exceed 300 hours
- 2) Should Company request Customer to operate Customer's stand-by generation, Company will notify Customer by 12 noon on a day ahead basis.
- 3) Company's request for Customer to operate Customer's stand-by generation will include an offer of a payment per kWh for Customer to operate Customer's stand-by generation.
- 4) Customer is obligated to operate Customer's stand-by generation should Customer accept Company's offered price
- 5) Customer's stand-by generation shall not be operated in parallel with Company's system (i.e., such generation shall be connected to circuits which are isolated from Company's system)
- 6) Customer will be responsible for maintaining Customer's stand-by generation, including an adequate fuel supply, to ensure meeting Customer's obligation under this schedule.
- 7) Company will meter the output of Customer's stand-by generation, base the payment for Customer reducing load on the metered output, and provide payment to Customer through a credit to Customer's standard service billing.
- 8) Customer may provide Company with the option to install equipment that will permit Company to remotely start stand-by generation and switch circuits to such generation so that they are isolated from Company's system.
- 9) Company has no obligation to request operation of Customer's stand-by generation nor to provide any credit to Customer without first requesting Customer to provide stand-by generation.

## **TERM OF CONTRACT**

The minimum term of contract shall be for one (1) year and thereafter until terminated by either party giving at least six (6) months written notice. Company may require a longer initial term when deemed necessary. Failure of Customer to operate stand-by generation may result in termination of contract.

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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),

\$0.07690 per kWh

2. 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),

\$0.03734 per kWh

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

\$0 03759 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,

\$0.03071 per kWh

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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 ten (10) 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:

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

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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.
- 3. 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, 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.

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## Small Capacity Cogeneration and Small Power Production Qualifying Facilities

- 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:
  - 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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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  $\times$  Eq.F], where Eq.F 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 CAP<sub>i</sub>

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:  $D_1 \le C_{KU}$ ;  $CAP_1 = 0$
- 2. 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:

 $C_{KU} < D_i \le [C_{KU} + C_{QF}]$ ;  $CAP_i = C_M$ 

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Date Effective: April 17, 1999 Refiled: July 29, 2008

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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:

 $D_i > [C_{KU} + C_{QF}]$ ;  $CAP_i = C_{QF}$ 

#### **PAYMENT**

Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within ten (10) 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**

- 1. 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.
- 2 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.
- 3. 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 customers who own, operate and maintain a generation system located on customer's premises, that use as its total fuel source solar, wind, hydro energy, or biomass, in parallel with Company's electric system to provide all or part of their electrical requirements, and who execute Company's written Net Metering Program Notification Form. The generation system shall be limited to a maximum capacity of 30 kilowatts

## **NOTIFICATION**

The customer shall submit a completed Net Metering Program Notification Form to Company at least 30 days prior to the date the customer intends to interconnect his generator to Company's facilities. Customer shall have all equipment necessary to complete the interconnection installed prior to such notification. Company shall have 30 days from the date of notification to determine whether the customer has satisfied the tariff requirements and shall notify customer. The date of notification shall be the third day following the mailing of the Net Metering Program Notification Form by customer. Customer may interconnect his generator thirty-one days after the date of notification, and begin operation unless Company provides notification of non-compliance to the tariff, prior to the 31st day.

#### **METERING AND BILLING**

Net Metering Service 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. If electricity generated by the customer and fed back to Company's system exceeds the electricity supplied to the customer from the system during a billing period, the customer shall receive a credit for the net delivery on the customer's bill for the succeeding billing period. Net metering service shall be measured using a single meter or, as determined by Company, additional meters.

## LIABILITY INSURANCE

A customer with a generator with a rated capacity not exceeding 30 kilowatts shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least \$100,000 for the liability of the insured against loss arising out of the use of a generator.

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**Net Metering Service** 

## **ADDITIONAL CONTROLS AND TESTS**

Company may install additional controls or meters, or conduct additional tests as it may deem necessary.

## **NET METERING SERVICE INTERCONNECTION GUIDELINES**

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

- 1. Customer to own, install, 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 generators and all facilities owned by customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
- 3. Customer will be responsible for any damage done to Company's equipment due to failure of customer's control, safety, or other equipment.
- 4. Company at, its discretion, may require a suitable lockable, company accessible, load breaking manual disconnect switch or similar equipment, as specified by Company, to be furnished by customer at a location designated by Company to enable the separation or disconnection of the two electrical systems. The load breaking manual disconnect switch must be accessible to Company at all times.
- 5. Customer agrees to inform Company of any changes it wishes to make in its generating and/or associated facilities that is different from those initially installed and described to Company in writing and obtain prior approval from Company.
- 6. Company will have the right to inspect and approve customer's facilities, described herein, and 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.
- 7. The customer assumes all responsibility for the electric service on the 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 the 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 of Company.

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**NMS** 

**Net Metering Service** 

#### CONDITIONS OF INTERCONNECTION

A customer may begin operation of his generator on an interconnected basis when all of the following have been satisfied:

- 1. The customer has properly notified Company of his intent to interconnect by submission of the completed Net Metering Program Notification Form.
- The net metering customer has installed a lockable, company accessible, load breaking manual disconnect switch, if required.
- 3. A licensed electrician has certified, by signing Company Net Metering Program Notification Form, that any required manual disconnect switch has been installed properly and that the generator has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.
- 4. The vendor has certified, by signing Company Net Metering Program Notification Form, that the generator being installed is in compliance with the requirements established by Underwriters Laboratories, or other national testing laboratories.
- 5. The customer has had the inverter settings inspected by Company, if the generator is a static inverter-connected generator with an alternating current capacity in excess of 10 kilowatts. Company may impose a fee on the customer of no more than \$50 for such inspection.
- 6. For non-static inverter-connected generators, the customer has interconnected according to Company's interconnection guidelines and Company has inspected all protective equipment settings. Company may impose a fee on the customer of no more than \$50 for such inspection.

#### **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.

## **TERMS AND CONDITIONS**

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

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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ındard Rate Rider	NMS	
	etering Service	n
Net metering i ro		
INTERCONNECTION NOTIFICATION		
APPLICANT HEREBY GIVES NOTICE OF IN	TENT TO OPERATE A G	BENERATING FACILITY.
Section 1. Applicant Information Name:		
Mail		
Address:	Ctata:	Zip Code:
City: Facility Location (if different from above):	Jaie.	zip code.
		***************************************
Daytime Phone Number:		
KU Account Number :		
Section 2. Generating Facility Information		
Generator Type (check one): Solar, V		, Biomass
Generator Manufacturer, Model Name & Numb		
Power Rating in Kilowatts: AC:DC		
Inverter Manufacturer, Model Name & Number		
Battery Backup? (yes or no)		
ballery backup: (yes or no)	_	
Section 3. Installation Information		
Installation Date: Propo	osed Interconnection Dat	te:
Section 4. Certifications		
1. The system hardware is listed by Underwrit		
Signed (Vendor): Name (printed):	Company	Date:
Phone Number:	Company.	
The system has been installed in accordant	ce with the manufacture	r's specifications as well as
all applicable provisions of the National Ele		a specifications as well as
Signed /I icensed Electrician):	Gilloai Godo.	Date <sup>.</sup>
Signed (Licensed Electrician): License Number:	Phone Number	r·
Mail Addroce:		
City:	State:	Zip Code:
Utility signature signifies only receipt of this	form.	
Signed(Utility Representative):		
Date:		
I hereby certify that, to the best of my known	owledge, all of the info	ormation provided in this
Notice is true and correct.		-
Signature of Applicant		

Date of Issue: July 29, 2008
Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

## **LEASED FACILITIES CHARGE**

The customer shall pay for excess facilities through a contribution in aid of construction, which may take the form of a one-time payment or a Carrying Cost Charge based on the original installed cost of the facilities. Company shall provide normal operation and maintenance of the leased facilities. Should the leased facilities suffer catastrophic failure, customer must provide for replacement or, at customer's option, terminate the agreement.

Monthly Rates		
	Carrying Cost	Operating Expenses
For Distribution Facilities	0.93%	0.56%

The percentage rates are applied to the installed cost of the 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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## 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.

#### RATE:

## Capacity Reservation Charge

Secondary Distribution Primary Distribution

\$0.80 per kW per Month \$0.63 per kW per Month

Applicable to the greater of:

- the highest average load in kilowatts 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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## Supplemental or Standby Service

## **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This service is available as a rider to customers whose premises or equipment are regularly supplied with electric energy from generating facilities other than those of Company and who desire to contract with Company for reserve, breakdown, supplemental or standby service

#### RATE

Secondary Primary Transmission
Contract Demand per kVA per Month \$ 6.15 \$ 5.80 \$ 5.63

#### CONTRACT DEMAND

Contract Demand is defined as the number of kilowatts mutually agreed upon as representing customer's maximum service requirements and contracted for by customer; provided, however, if such number of kilowatts is exceeded by a recorded demand, such recorded demand shall become the new contract demand commencing with the month in which recorded and continuing for the remaining term of the contract or until superseded by a higher recorded demand.

## MINIMUM CHARGE

Electric service actually used each month will be charged for in accordance with the provisions of the applicable rate schedule; provided, however, the minimum billing under that rate schedule shall in no case be less than an amount calculated at the appropriate rate above applied to the Contract Demand.

#### DUE DATE OF BILL

Customer's payment will be due within ten (10) days from date of bill.

## SPECIAL TERMS AND CONDITIONS

- 1) In order to protect its equipment from overload damage, Company may require customer to install at his own expense an approved shunt trip type breaker and an approved automatic pole-mounted disconnect. Such circuit breakers shall be under the sole control of Company and will be set by Company to break the connection with its service in the event customer's demand materially exceeds that for which the customer contracted.
- 2) In the event customer's use of service is intermittent or subject to violent fluctuations, Company will require customer to install and maintain at his own expense suitable equipment to satisfactorily limit such intermittence or fluctuations.

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SS Standard Rate Rider Ν Supplemental or Standby Service

## SPECIAL TERMS AND CONDITIONS (continued)

3) Customer's generating equipment shall not be operated in parallel with Company's service until the manner of such operation has been approved by Company and is in compliance with Company's operating standards for system reliability and safety.

## **TERM OF CONTRACT**

The minimum contract period shall be one (1) year, but Company may require that a contract be executed for a longer initial term when deemed necessary by the size of load or special conditions.

#### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions except as provided herein.

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**IFL** 

Rider for Intermittent and Fluctuating Loads

#### **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 5:056, Section 14(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 customer charge if applicable, energy charge, maximum load charge (if load charge rate is used), fuel clause and the minimum under such rate adjusted in accordance with (a) or (b) herein.
  - (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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TS

## Temporary and/or Seasonal Electric Service

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This rider is available at the option of Customer where Customer's business is of such nature to require:

- only seasonal service or temporary service, including service provided for construction of residences or commercial buildings, 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
- 2 where Customer has need for temporary use of Company facilities and Company has facilities it is willing to provide.

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.

#### 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 to 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 to pay regular rate of the electric rate schedule applicable.
- 3. Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-savable materials outlined in (1) above at the Carrying Cost Charge specified on the Excess Facilities Rider, Rate Sheet No. 60.

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## Kilowatt-Hours Consumed By Street 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.

LIGHTO LIGHTABLE

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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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**

\$5.00 per 300 kWh block per month

## **TERMS AND CONDITIONS**

- a) Customers may purchase as many whole blocks as they desire. The 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 fulfill payment for the requested blocks 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 as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

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Date Effective: May 31, 2007 Refiled: July 29, 2008

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P.S.C. No. 14, 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, TOD, RTS, or IS 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**

\$13.00 per 1,000 kWh block per month

## **TERMS AND CONDITIONS**

- a) Customers may purchase as many whole blocks as they desire. The eligible customer may participate in Company's "Green Energy Program" by entering into a written one-year agreement that will renew in one year terms until either party gives thirty (30) days notice to the other. 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 fulfill payment for the requested blocks 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 as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

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## **Brownfield Development Rider**

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

Service under this rider is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky. Available to customers being served on Company's standard rate schedules and meeting the following conditions;

- a) The minimum monthly billing load must be 500 kW or greater:
- b) The service must be from existing facilities:
- c) The service location must have been idle for a minimum of two years: and
- d) The service location must have been submitted to, approved by, and added to the State of Kentucky's inventory of "brownfield" sites

#### **RATE**

Company will permit such electric loads to be served on the rate schedule normally applicable and Customer will be subject to and comply with all Terms and Conditions except:

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

#### **TERMS AND CONDITIONS**

Company may offer differing terms as it deems them 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.

## **TERM OF CONTRACT**

Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Public Service Commission of Kentucky, for a fixed term of not less than eight (8) 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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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.
- (3) Forced outages are all non-schedules 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Adjustment Clause FAC

Fuel Adjustment Clause

- (4) Sales (S) shall be all kWh's 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 the twelve (12) months ending October 2006 and the base fuel factor is \$0.02591 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 Order in Case No. 2006-00509 dated October 31, 2007, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle of December 2007.

Date of Issue: July 29, 2008

Date Effective: With Bills Rendered On and After December 3, 2007 Refiled: July 29, 2008 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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#### **DSM**

## **Demand-Side Management Cost Recovery Mechanism**

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is mandatory to Residential Rate RS, Volunteer Fire Department Service Rate VFD, General Service Rate GS, Power Rate PS, and Time-of-Day Rate TOD. Industrial customers who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism.

## 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

## Where:

#### DCR = DSM COST RECOVERY

The DCR shall include all expected costs which have been approved by the Commission for each twelve-month period for demand-side management programs which 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 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 and will be recovered as follows:

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 and General Service customer class is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, 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 PS and TOD) is defined as the weighted average

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

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**DSM** 

## **Demand-Side Management Cost Recovery Mechanism**

## RATE (continued)

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 programs which 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 Energy Education and Direct Load Control Programs, the DSM incentive amount shall be computed by multiplying the annual cost of the approved programs which are to be installed during the upcoming twelve-month period times five (5) percent.

The DSM incentive amount related to programs for Residential Rate RS, General Service Rate GS, Power Rate PS, and Time-of-Day Rate TOD 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.

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**DSM** 

## **Demand-Side Management Cost Recovery Mechanism**

#### 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 and previous application of the DBA and the revenues which 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 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.

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 to which over- or under-recoveries of DSM amounts were realized.

The filing of modifications to the DSMRC which require changes in the DCR component shall be made at least two months prior to the beginning of the effective period for billing.

Modifications to other 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 which have been performed, as available.
- 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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Adjustment Clause DSM	1.0.0. No. 14, Original Sheet No. 00.3
Demand-Side Management Cost Recov	/ery Mechanism
Monthly Adjustment Factors	Ci y Meonanioni
Residential Rate RS and Volunteer Fire Department Service Rate VFD	Energy Charge
DSM Cost Recovery Component (DCR) DSM Revenues from Lost Sales (DRLS) DSM Incentive (DSMI) DSM Balance Adjustment (DBA) Total DSMRC for Rates RS and VFD	\$ 0.00160 per kWh \$ 0.00021 per kWh \$ 0.00006 per kWh \$ (0.00001) per kWh \$ 0.00186 per kWh
General Service Rate GS  DSM Cost Recovery Component (DCR) DSM Revenues from Lost Sales (DRLS) DSM Incentive (DSMI) DSM Balance Adjustment (DBA) Total DSMRC for Rate GS	\$ 0.00060 per kWh \$ 0.00045 per kWh \$ 0.00003 per kWh \$ (0.00019) per kWh \$ 0.00089 per kWh
Power Service Rate PS  DSM Cost Recovery Component (DCR) DSM Revenues from Lost Sales (DRLS) DSM Incentive (DSMI) DSM Balance Adjustment (DBA) Total DSMRC for Rate PS	Energy Charge  \$ 0.00008 per kWh \$ 0.00006 per kWh \$ 0.00000 per kWh \$ (0.00005) per kWh \$ 0.00009 per kWh
Time-of-Day Rate TOD  DSM Cost Recovery Component (DCR) DSM Revenues from Lost Sales (DRLS) DSM Incentive (DSMI) DSM Balance Adjustment (DBA) Total DSMRC for Rate TOD	Energy Charge \$ 0.00028 per kWh \$ 0.00008 per kWh \$ 0.00001 per kWh \$ 0.00005 per kWh \$ 0.00042 per kWh

Date of Issue: July 29, 2008 Date Effective: May 2, 2008 Refiled: July 29, 2008

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**ECR** 

## **Environmental Cost Recovery Surcharge**

#### **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

To electric rate schedules RS, VFD, GS, AES, PS, TOD, LTOD, RTS, IS, ST, LT., P.O.LT., LE, TE, FAC, and DSM.

#### RATE

The monthly billing amount under each of the schedules to which this mechanism is applicable, including the fuel clause, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

$$CESF = E(m) / R(m)$$

MESF = CESF - BESF

MESF = Monthly Environmental Surcharge Factor CESF = Current Environmental Surcharge Factor BESF = Base Environmental Surcharge Factor

E(m) is the jurisdictional total of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month and R(m) is the revenue for the current expense month as set forth below.

## **DEFINITIONS**

- 1) For all Plans, E(m) = [(RB/12) (ROR + (ROR DR) (TR / (1 TR))] + OE
  - 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].
  - c) DR is the Debt Rate [cost of short-term debt, and long-term debt].
  - d) TR is the Composite Federal and State Income Tax Rate.
  - e) OE is the Operating Expenses [Depreciation and Amortization Expense, Property Taxes, Insurance Expense; adjusted for the Average Month Expense already included in existing rates]. Includes operation and maintenance expense recovery authorized by the K.P.S.C. in Case Nos. 2000-439, 2002-146, and 2004-00426.
- 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor to arrive at the Net Jurisdictional E(m).
- 3) The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause revenues less Environmental Cost Recovery Surcharge revenues, for Company for the twelve (12) months ending with the current expense month.
- 4) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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## 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
- 3) 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.
- 2) 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.

#### 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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Date Effective: October 16, 2003 Refiled: July 29, 2008

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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.
tax for sorrous and of taxo 100.010.
DATE
RATE  The utility gross receipts license tax imposed by the county but not to exceed 3%.
The dulity gross receipts license tax imposed by the county but not to exceed one.

Date of Issue: July 29, 2008
Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Adjustment Clause HEA

**Home Energy Assistance Program** 

## APPLICABLE

In all territory served.

## **AVAILABILITY**

To all residential customers.

## **RATE**

\$0.10 per meter per month.

## **BILLING**

The HEA charge shall be shown as a separate item on customer bills.

#### SERVICE PERIOD

The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing October 1, 2007 through September 30, 2012, or as otherwise directed by the Public Service Commission. 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

Date of Issue: July 29, 2008

Date Effective: October 1, 2007 Refiled: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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# 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.
- 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, 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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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

#### **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, which shall constitute a part of all applications and contracts for service.

#### 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.

## **ASSIGNMENT**

No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.

## 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: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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## **TERMS AND CONDITIONS**

## **Customer Responsibilities**

#### APPLICATION FOR SERVICE

A written application or contract, properly executed, may be required before Company is obligated to render electric 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 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.

#### 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 he 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 his 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.

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# TERMS AND CONDITIONS Customer Responsibilities

#### **CUSTOMER'S EQUIPMENT AND INSTALLATION**

Customer shall furnish, install, and maintain at his expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. 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.

#### 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 his own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

#### **TERMS AND CONDITIONS**

**Customer Responsibilities** 

## **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

## 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 his connected load, whether in a single increment or over an extended period, he 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.

## **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.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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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				

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

# **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. 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.

Notwithstanding the provisions of 807 KAR 5:006, Section 13(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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Company Responsibilities

# 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

# **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 where network system is available.

Non-Residential Service -

- 1) Single phase 120/240 volts three-wire service or 120/208Y volts where network system is available.
- 2) Three phase 240 volts three-wire, 480 volts three-wire, 120-208Y volts four-wire, or 277/480Y four-wire.

# **PRIMARY VOLTAGES**

According to location, 2,400/4160Y volts, 7,200/12,470Y 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 Customer's electric load is located.

# RESTRICTIONS

- 1. Except for minor loads, with approval of company, two-wire service is restricted to those customers on service 7/1/04.
- 2. 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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

# **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. Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, Company will require, as a condition precedent to the application of the residential rate, that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to Customer, Company will allow service to two or more families to be taken through one meter, but in this event the minimum bills of the applicable residential rate shall be multiplied by the number of families thus served, such number of families to be determined on the basis of the number of kitchens in the building. At Customer's option, in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to one customer at an appropriate non-residential rate.
- 2. Single family unit service shall include usage of electric energy customarily incidental to home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is carried on by Customer in his residence.
- 3. A residential building used by a single family as a home, which is also used to accommodate roomers or boarders for compensation, will be billed at the residential rate provided it does not exceed twelve (12) rooms in size. Such a residential building of more than twelve (12) rooms used to accommodate roomers or borders for compensation will be classified as commercial and billed on the appropriate rate. In determining the room rating of rooming and boarding houses, all wired rooms shall be counted except hallways, vestibules, alcoves, closets, bathrooms, lavatories, garrets, attics, storage rooms, trunk rooms, basements, cellars, porches and private garages.
- 4. Service used in residential buildings occupied by fraternity or sorority organizations associated with educational institutions will be classified as residential and billed at the residential rate.
- 5. Where both residential and general or commercial classes of service are supplied through a single meter, such combined service shall be billed at the appropriate non-residential rate. Customer may arrange his wiring so as to separate the general service from the residential service, in which event two meters will be installed by Company and separate residential and general service rates applied to the respective classes of service.
- 6. If Customer's barns, pump house or other outbuildings are located at such distance from his residence as to make it impracticable to supply service thereto through his residential meter, the separate meter required to measure service to such remotely located buildings will be considered a separate service contract and billed as a separate customer on the applicable non-residential rate.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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# Residential Rate Specific Terms and Conditions

- 7 Single-phase power service used for domestic purposes will be permitted under Residential Rate RS 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 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 lockedrotor 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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Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Billing

# **METER READINGS AND BILLS**

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 6.

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 ten (10) days from date of rendition thereof. If full payment is not received within five (5) days after the due date of the bill, a late payment charge will be assessed on the current month's charges.

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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

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 annually. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause, Company will 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 will 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 Customer's service line. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether it shows an average error greater than two (2) percent fast or slow. Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 10(4) and (5). In addition to the annual monitoring, Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

# 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

# **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 7, except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, 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.
  - a) 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 customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first three (3) 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

- 1) Residential customers are those customers served under Residential Service, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$150.00, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
- 3) 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.
- 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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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# Deposits

## **GENERAL SERVICE**

- 1) General service customers are those customers served under General Service, Sheet No. 10.
- 2) The deposit for a general service customer is in the amount of \$140.00, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
- 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 87 KAR 5:006, Section 7(1)(a).
- 2) For customers not meeting the parameters of GENERAL 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

# TERMS AND CONDITIONS Budget Payment Plan

Company's Budget Payment Plan is available to any residential customer or general service customer. Under this plan, a customer may elect to pay, each month, 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

# **Bill Format**



Customer Service: (800) 981-0600 Mon-Fri 7AM-7PM(EST) Walk-in Center Hours: Mon-Fri 8AM-5PM(EST)

Telephone Payments: (800) 807-3596 www.eon-us.com

DATE DUE	AMOUNT DUE
06/30/08	\$118.95

Sign up for our Demand Conservation program, and you will receive \$20.00 a year (\$5 per month June through September)

Call 1-866-857-2665 today

Averages for Billing Period	This Year	Last Year
Average Temperature	62 •	68 *
Number of Days Billed	30	30
Electric/kwh per Day	52.4	59.4

ACCOUNT INFORMATION			
Account Number: 123456-0000 Account Name: JOHN DOE			
Service Address:	1234 ANYWHERE STREET CITY, KY		

BILLING SUMMARY			
Previous Balance		112.06	
Payments as of 06/20		(112.06)	
Balance as of 06/20		0.00	
Electric Charges	112 23		
Taxes and Fees	8.72		
Utility Charges as of 06/20		118.95	
Total Amount Due		118.95	

ELE	CTRIC CHARGES		
Rate Type: RS-RESIDENTIAL SERV			
Customer Charge	5.00	Meter Rending Informat	ion
Total Energy	96,83	Meter # C123456-A	
		Actual Reading on 06/19	5362
Other Charges For Above Rates		Previous Reading on 05/20	5194
Fuel Adjustment (\$.00090 x 1877 kwh)	1.51		
Residential DSM (\$.00186 x 1677 kwh)	3 12	Current kwh Usage	167
Environmental Surcharge (5.330% x \$106.46)	5.67	Meter Multiplier	
Home Energy Assistance Fund Charge	0.10	Metered kwh Usago	167
Total Electric Charges	\$112.23		
	AXES AND FEES		
Rate Increase For School Tax (3.00% x \$112.13)	2 30		
Franchise Fee-Rur Fayetto- 311(3.00% x \$112.13)	3.36		
Total Taxes and Fees	\$8.72		
BILL	ING INFORMATION		
Late Charge to be Assessed 5 days After Due Date	\$5.95		
Franchise Fee: A pass-through of fees paid by the Company to mu	nicipalities for the right to serve custo	omers located in	

Please see reverse side for additional charges. Bring entire bill when paying in person.

Customer Service (800) 981-0600		PLEASE RETURN THIS PORTION WITH YOUR PAYMENT				
Account Number	Payment Due Date	Amount Due by Due Date	Amount Due 5 Days After Due Date	Winter Care Donation	Amount Enclosed	
123456-0000	6/30/08	<b>\$</b> 118,95	\$124.90	\$	\$	

Home Phone # (859) 123-4567

Check here if plan(s) requested on back of stub.

OFFICE USE ONLY: G C20, R8953, G311



P.O. Box 536200 ATLANTA, GA 30353-6200 #BWNHBWG #123458000 1 5# JOHN DOE 1234 ANYWHERE ST CITY, KY ZIP

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Service Address: 1234 ANYWHERE ST

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Date of Issue: July 29, 2008 Date Effective: September 1, 2008

	TERMS AND CONDITIONS  Bill Format
	Account Number 123456-0000 Page 2
	IMPORTANT INFORMATION
production	er to save. It's in your hands. The amount of electricity you consumed during this billing cycle resulted in the n of approximately 3354 pounds of CO2. A typical residential customers uses 1,000 kilowatt hours of electricity per nich would result in the production of 2,000 lbs. of carbon.
reduce the	educe the impact of these emissions by joining our demand Conservation program, which allows you to help us a need for generating electricity. Visit our website at www eon-us.com or call 1-866-587-COOL (2665) for more n or to sign up today.
To reques	it a copy of your rate schedule, please call (800) 981-0500
	well-west and a Phonon street hardest halow and surfaces of abote
New en	trollment only - Please check box(es) below and <u>on front of stub.</u>
	Budget Plan
	Energy Audit
	Automatic Bank Club (volded check must be provided)
	Please deduct my Automatic Bank Club Payment from my Checking Account.
	I hereby authorize KU to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future KU accounts, and will remain in affect until revoked by me or KU.
	Signature:
	Date:
	Processing Automatic Bank Club requests can take up to two billing cycles Ptease continue making regular payments until you receive a bill that indicates the amount due will be deducted from your bank account on the payment due date.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

# **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 to serve an applicant or customer under the following conditions:

- A. When Company's or Commission's rules and regulations have not been complied with However, service may be discontinued or refused only after Company has made a reasonable effort to induce 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 to his 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 his 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 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 14(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 14(1)(f). Final Bills transferred following a lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

# Discontinuance of Service

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 his 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, 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. 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 the cost to Company incurred by reason of the fraudulent use

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 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: July 29, 2008 Date Effective: September 1, 2008

# 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

- 1) 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 service is to bee extended into, 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.
- 5) Where Company is required or elects to construct an additional extension or lateral to serve Customer or another customer, Company reserves the right to connect to any extension constructed under this plan and Customer shall grant to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property for the additional extension or lateral.
- 6) Customer must agree in writing to take service when the extension is completed and have his building or other permanent facility wired and ready for connection.
- 7) 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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

# Line Extension Plan

# C. GENERAL (continued)

feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.

- 8) 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.
- 9) 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

- 1) 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) No refund shall be made for additional customers connected to an extension or lateral from the original extension for which the deposit was made.
- 5) 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.
- 6) 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.
- 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

# Line Extension Plan

# **G. MOBILE HOME LINE EXTENSIONS**

- 1) Company will make line extensions for service to mobile homes in accordance with 807 KAR 5:041, Section 12, and Commission's Order, dated August 9, 1991, in Case No. 91-213,
- 2) 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

- 1) Company will make underground line extensions for service to new residential customers and subdivisions in accordance with 807 KAR 5:041, Section 21.
- 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 his 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

# Line Extension Plan

# H. UNDERGROUND EXTENSIONS

General (continued)

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
- 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 \$6 88 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 \$15.81 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- 4) 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 ten-year refund period ends.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

# Line Extension Plan

# H. UNDERGROUND EXTENSIONS (continued)

# **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.
  - 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 customers needs, Company may request 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
  - b. 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

# **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.
  - 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 signal-lighting services.

Date of Issue: July 29, 2008

Date Effective: January 8, 2007 Refiled July 29, 2008

# **Energy Curtailment and Service Restoration Procedures**

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 he 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:
  - 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.

Date of Issue: July 29, 2008

Date Effective: January 8, 2007 Refiled July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

# **Energy Curtailment and Service Restoration Procedures**

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:

- 1. 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.
- Company use of energy at its generating stations will be reduced to a minimum.
- 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.
- 6. 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.

Date of Issue: July 29, 2008

Date Effective: January 8, 2007 Refiled July 29, 2008

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# Kentucky Utilities Company Case No. 2008-00251 Historical Test Period Filing Requirements

Filing Requirement 807 KAR 5:001 Section 10(1)(a)8 Sponsoring Witness: Lonnie E. Bellar

# **Description of Filing Requirement:**

The utility's proposed tariff changes, identified in compliance with 807 KAR 5:011, shown either by:

- (a) Providing the present and proposed tariffs in comparative form on the same sheet side by side; or,
- (b) Providing a copy of the present tariff indicating proposed additions by italicized inserts or underscoring and striking over proposed deletions.

# Response:

Please see the attached present and proposed tariffs in comparative form on the same sheet side-by-side. Please note the following:

- The order of presentation of the tariffs conforms to the <u>order of the proposed tariff</u> and
- On each sheet of the side-by-side comparison the present tariff is on the left and the proposed tariff is on the right.

KU's Present and Proposed Tariffs - Comparison

220 West Main Street Louisville, Kentucky

Rates, Terms and Conditions for Furnishing

# **ELECTRIC SERVICE**

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

# PUBLIC SERVICE COMMISSION OF KENTUCKY

Date of Issue July 20, 2004 Date Effective With Service Rendered On and After July 1, 2004

Issued by Michael S. Beer, Vice President

# **Kentucky Utilities Company**

220 West Main Street Louisville, Kentucky

Rates, Terms and Conditions for Furnishing

# **ELECTRIC SERVICE**

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

# PUBLIC SERVICE COMMISSION OF KENTUCKY

Date of Issue July 29, 2008 Date Effective September 1, 2008

Issued by
Lonnie E. Bellar, Vice President
State Regulation and Rates

Twenty-Fifth Revision of Original Sheet No. 1 P.S.C. of Ky. Electric No. 13

Sta	ndard Electric Rate Schedules – Terms an	d Conditio	ons
Titlo		Sheat Number	Effective Date
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RS RS	Residential Service	5	05-02-08
VFD	Volunteer Fire Department Service	6	05-02-08
GS	General Service	10	05-02-08
AES	All Electric School	15	05-02-08
LP	Large Power Service	20	05-02-08
LCI-TOD	Large Commercial/Industrial Time-of-Day Service	25	05-02-08
MP	Coal Mining Power Service	30	05-02-08
LMP-TOD	Large Mine Power Time-of-Day	35	05-02-08
LI-TOD	Large Industrial Time-of-Day Service	38	05-02-08
St. LT.	Street Lighting Service	40	05-02-08
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SOF	Small Capacity Cogeneration Qualifying Facilities	45	06-30-08
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Date of Issue: July 1, 2008 Canceling Twenty-Fourth Revision of Original Sheet No. 1 Issued May 30, 2008

Date Effective: With Bills Rendered On and After July 1, 2008

t may 30, 2008

Lonnie E. Bellar, Vice President,
State Regulation and Rates
Lexington, Kentucky
(issued By Authority of an Order of the KPSC in Case No. 2007-00563 dated June 26, 2008

Issued By

# **Kentucky Utilities Company**

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TOD	Time-of-Day Service	20	09-01-08
LTOD	Large Time-of-Day Service	21	09-01-08
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ST. LT.	Street Lighting Service	35	09-01-08
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SQF	Small Capacity Cogeneration Qualifying Facilities	55	06-30-08
LQF	Large Capacity Cogeneration Qualifying Facilities	56	04-17-99
NMS	Net Metering Service	57	02-10-05
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RC	Redundant Capacity	61	09-01-08
SS	Supplemental/Stand-By Service	62	09-01-08
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Date of Issue: July 29, 2008 Date Effective: September 1, 2008

First Revision Original Sheet No. 1.1 P.S.C. of Kv. Electric No. 13

	P.S.C. of Ky	/. Electric No		
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Date of Issue: March 25, 2008 Canceling Original Sheet No. 1.1 Issued July 20, 2004

Issued By

Date Effective: March 7, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00192 dated March 7, 2008

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 1.1

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Date of Issue: July 29, 2008

Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

## Fifth Revision of Original Sheet No. 5 P.S.C. No. 13

ſ	ELECTRIC RATE SCHEDULE	RS	
i		Residential Service	<del></del>
ı			

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

Available for single phase, single family residential service subject to the terms and conditions on Sheet No. 85 of this Tariff. Three phase service under this rate schedule is restricted to those customers being billed on this rate schedule as of its effective date of July 1, 2004.

## RATE

Customer Charge: \$5.00 per month

Plus an Energy Charge of: 5.774 cents 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. 70
Demand Side Management Cost Recovery Mechanism	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77
Home Energy Assistance Program	Sheel No. 78

# MINIMUM CHARGE

The Customer Charge shall be the minimum charge.

## **DUE DATE OF BILL**

Customer's payment will be due within 10 days from date of bill.

## **TERMS AND CONDITIONS**

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

Date of Issue: April 17, 2008 Canceling Fourth Revision of Original Sheet No. 5 Issued November 1, 2007

Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President. State Regulation and Rates

Loxington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 5

Standard Rate	RS		T
	Residential Service		.
APPLICABLE In all lemilory served.			
conditions on Sheet No. 100 of	of this Tariff. Three phase ser	service subject to the terms and vice under this rate schedule is as of its effective date of July 1,	
RATE Customer Charge:	\$8.49 per month		
Plus an Energy Charge of:	\$0.05774 per kWh		т
accordance with the following:  Fuel Adjustment Clause  Demand Side Management	Cost Recovery Mechanism	all be increased or decreased in Sheet No. 85 Sheet No. 86	,
Environmental Cost Recove Franchise Fee Rider School Tax Home Energy Assistance P	. •	Sheet No. 87 Sheet No. 90 Sheet No. 91 Sheet No. 92	•
MINIMUM CHARGE The Customer Charge shall be t	he minimum charge.		
DUE DATE OF BILL Customer's payment will be due	wilhin len (10) days from date of	f bill.	T
LATE PAYMENT CHARGE If full payment is not received payment charge will be assesse		due date of the bill, a 5% late es.	2
TERMS AND CONDITIONS Service will be furnished under 0	Company's Terms and Condition:	s applicable hereto.	
			1

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Fourth Revision of Original Sheet No. 6 P.S.C. No. 13

ELECTRIC RATE SCHEDU		
Vi	olunteer Fire Department Se	rvice

## 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. It is optional with the customer 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 fire fighting apparatus, and
- 3) more than half the members must be volunteer.

Customer Charge: \$5.00 per month

Plus an Energy Charge of: 5.774 cents per KWH

## MINIMUM CHARGE

The Customer Charge shall be the minimum charge.

## **ADJUSTMENT CLAUSES**

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

Fuel Adjustment Clause	Sheet No. 70
Demand-Side Management Surcharge	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider,	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

#### DUE DATE OF BILL

Customer's payment will be due within 10 days from date of bill.

## **TERMS AND CONDITIONS**

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

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 6 Issued November 1, 2007

issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President. State Regulation and Rates

Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 7

Standard Rate VFD	7	
Volunteer Fire Departm	nent Service	
APPLICABLE In all territory served.		
AVAILABILITY OF SERVICE  Available for single-phase delivery, in accordance wounteer fire department qualifying for aid under schedule is at the option of the customer with the cuprovided under this schedule or any other schedule a	KRS 95A.262. Service under this rate stomer determining whether service will be	
DEFINITION  To be eligible for this rate a volunteer fire department	t is defined as:	
<ul> <li>having at least 12 members and a chie</li> <li>having at least one fire fighting appara</li> <li>half the members must be volunteers</li> </ul>		
RATE Customer Charge: \$8.49 per month		
Plus an Energy Charge of: \$0.05774 per kWh		
rids on Energy Onergo of.		
ADJUSTMENT CLAUSES  The bill amount computed at the charges specified accordance with:	above shall be increased or decreased in	
Fuel Adjustment Clause	Sheet No. 85	
Demand-Side Management Cost Recovery Me		
Environmental Cost Recovery Surcharge Franchise Fee Rider	Sheet No. 87 Sheet No. 90	
School Tax	Sheet No. 91	
MINIMUM CHARGE  The Customer Charge shall be the minimum charge.	1	
DUE DATE OF BILL Customer's payment will be due within ten (10) days	from date of bill.	
LATE PAYMENT CHARGE  If full payment is not received within five (5) days from charge will be assessed on the current month's charge		
TERMS AND CONDITIONS Service will be furnished under Company's Terms and Conditions applicable hereto.		

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Fourth Revision of Original Sheet No. 10 P.S.C. No. 13

<b>ELECTRIC RATE SCHEDULE</b>	GS		
	General Service R		

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

To general lighting and small power loads for secondary service. It is optional with the customer whether service will be billed under this schedule or any other schedule applicable to this load. Customers executing a one year contract under this schedule will continue to be billed under such schedule for not less than 12 consecutive months unless there shall be a material and permanent change in the customer's use of service.

Service under this schedule will be limited to maximum loads not exceeding 500 KW. Service to existing customers with a maximum load exceeding 500 KW is restricted to those customers being billed under the rate schedule as of its effective date of July 1, 2004. New customers, upon demonstrating an average demand of 500 KW or greater, will be served under the appropriate rate schedule.

## RATE

Customer Charge: \$10.00 per month

Plus an Energy Charge of: 6.745 cents per KWH

## PRIMARY DISCOUNT

A 5% Primary Discount will be applied to the bill, including the minimum charge, of any primary or voltage delivery customer who has a demand of 50 kilowalts or more during the billing period. This discount does not apply to fuel clause revenue. Primary service under this rate schedule is restricted to those customers being billed under the rate schedule as of its effective date of July 1, 2004.

## **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. 70
Demand-Side Management Surcharge	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 10 Issued November 1, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexinaton, Kentucky

Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

# **Kentucky Utilities Company**

Ct--d--d D-t-

P.S.C. No. 14, Original Sheet No. 10

tandard Rate	GS		
	General Service Rate		
APPLICABLE			1
In all territory served.			
AVAILABILITY OF SERVICE  To general lighting and small pow	er inade for secondary senuce		
10 Scheral signification arrest bose	ci rodus iui secoliudi y service.		-
Service under this schedule will Existing customers with an avera under P.S.C. 13, Fourth Revision to be served under this rate at t	ge maximum load exceeding of Original Sheet No. 10 as of	50 kW who are receiving service September 1, 2008, will continue	
demand of 50 kW or greater, will t			
RATE	***		
Customer Charge:	\$10.00 per month for single \$10.00 per month for three		
Plus an Energy Charge of:	\$0.06745 per kWh		
ADJUSTMENT CLAUSES  The bill amount computed at the accordance with the following:	charges specified above sha	all be increased or decreased in	
Fuel Adjustment Clause		Sheet No. 85	
Demand-Side Management C		Sheet No. 86	i
Environmental Cost Recovery Franchise Fee Rider	Surcharge	Sheet No. 87 Sheet No. 90	
School Tax		Sheet No. 91	
MINIMUM CHARGE The Customer Charge shall be the	minimum charge.		
DUE DATE OF BILL	ithin ton 1400 days from 3-4	Lin	
Customer's payment will be due w	war ten (10) days from Gale of	GIII.	
LATE PAYMENT CHARGE			
If full payment is not received with charge will be assessed on the co		late of the bill, a 5% late payment	
TERMS AND CONDITIONS			
Service will be furnished under Co	mpanys Terms and Condition	is applicable nereto.	ı

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 10.1 P.S.C. No. 13

ELECTRIC RATE SCHEDULE GS
General Service Rate

## MINIMUM CHARGE

Service under this schedule is subject to a minimum of the greater of (a) \$10.00 per month to include the first 20 KW or less of capacity, or (b) \$10.00 per month, plus \$1.64 per KW for demand in excess of 20 KW, which shall be determined from the greater of (1), (2), (3), or (4) as follows:

- (1) The maximum demand registered in the current month.
- (2) 75% of the highest monthly maximum demand registered in the preceding 11 months.
- (3) The contract capacity, based on the expected maximum KW demand upon the system.
- (4) 60% of the KW capacity of facilities specified by the customer.

Minimum charge under (a) above shall be billed on a monthly basis. Minimum charge under (b) above shall be billed on a cumulative annual basis that starts on the month in which the meter was installed or service was first taken under this schedule. This is the beginning date of the contract year. Payments to be made monthly of not less than 1/12 of the annual minimum until the aggregate payments during the contract year equal the annual minimum. However, minimum payments made in excess of the amount based on the rate schedule will be applied as a credit on billings for energy used during the contract year.

### DUE DATE OF BILL

Customer's payment will be due within 10 days from date of bill.

## **TERM OF CONTRACT**

For a fixed term of not less than one year and for such time thereafter until terminated by either party giving 30 days written notice to the other of the desire to terminate.

## **TERMS AND CONDITIONS**

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

Date of Issue: July 20, 2005 Issued By Date Effective: With Bills Rendered
On and After

July 1, 2004

Michael S. Beer, Vice President Loxington, Kentucky Issued by Authority of Order of the KPSC in Case No. 2003-00434 dated June 30, 2004 Original Sheet No. 10.1 is canceled.

See Proposed Original Sheet No. 10

Fourth Revision of Original Sheet No. 15 P.S.C. No. 13

ELECTRIC RATE SCHEDULE	AFS	
ELECTRIC KATE SCHEDOLE	M.C.U.	
	All Electric School	

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

Service under this rate is available where energy requirement for (I) a complex of school buildings on a central campus, (2) an individual school building, or (3) an addition to an existing school building is served electrically by Kentucky Utilities Company; such energy requirement to include, but not be limited to, lighting, heating, cooling and water heating. Other school buildings not so receiving every energy requirement electrically shall be separately metered from the above defined service and served under another appropriate applicable rate. At those locations where the school owns its distribution system and makes the service connections therefrom to the various buildings and/or load centers, the 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, the Company's investment in construction may be limited to an amount not exceeding twice the estimated annual revenue from the service so connected. If the Customer desires, he will be allowed to make a contribution for the remaining requirement, so as to receive service under this schedule.

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. This Rate Schedule is not available to include buildings of privately operated kindergartens or day care centers.

Other fuels may be used as incidental to and for instructional laboratory and other miscellaneous purposes without affecting the availability of this rate.

## RATE

All kilowatt-hours: 5.571¢ 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. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 15 Issued November 1, 2007 issued By D

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky

Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

## Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 12

1/T

Standard Rate A.E.S.
All Electric School

## APPLICABLE

in all territory served.

#### **AVAILABILITY OF SERVICE**

Service under this rate is available where energy requirement for (I) a complex of school buildings on a central campus, (2) an individual school building, or (3) an addition to an existing school building is served electrically by Kentucky Utilities Company; such energy requirement to include, but not be limited to, lighting, heating, cooling and water heating. Other school buildings not so receiving every energy requirement electrically shall be separately metered from the above defined service and served under another appropriate applicable rate. At those locations where the school owns its distribution system and makes the service connections therefrom to the various buildings and/or load centers, the 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, the Company's investment in construction may be limited to an amount not exceeding twice the estimated annual revenue from the service so connected. If the Customer desires, he will be allowed to make a contribution for the remaining requirement, so as to receive service under this schedule.

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. This Rate Schedule is not available to include buildings of privately operated kindergartens or day care centers and is restricted to those customers receiving service as of the effective date when this schedule is approved by the Public Service Commission.

Other fuels may be used as incidental to and for instructional laboratory and other miscellaneous purposes without affecting the availability of this rate.

## RATE

All kilowatt-hours: \$0.05815 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
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 15.1 P.S.C. No. 13

ELECTRIC RATE SCHEDULE A.E.S.		
All Electric School		
MINIMUM CHARGE  An Annual Minimum Charge of \$19.56 per KW for all connected equipment, except air-conditioning and other individual equipment of one KW or less, but not less than \$196.11 per year. Payments to be made monthly of not less than \$1/2 of the annual minimum until the aggregate payments during the contract year equal the annual minimum. However, minimum payments made in excess of the amount bases on the rate schedule will be applied as a credit on billings for energy used during the contract year.		
DUE DATE OF BILL Customer's payment will be due within I0 days from date of bill.		

Date Effective: May 1, 2003 Refiled: July 20, 2004 Date of Issue: July 20, 2004 Issued By

Michael S. Beer, Vice President Lexington, Kentucky issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 12.1

Standard Rate A.E.S.	_]
All Electric School	_ l
MINIMUM CHARGE  An Annual Minimum Charge of \$20.47 per kW for all connected equipment, except airconditioning and other individual equipment of one (1) kW or less, but not less than \$204.70 per	
year Payments to be made monthly of not less than 1/12 of the annual minimum until the aggregate payments during the contract year equal the annual minimum. However, minimum payments made in excess of the amount bases on the rate schedule will be applied as a credit on bitings for energy used during the contract year.	
DUE DATE OF BILL Customer's payment will be due within ten (I0) days from date of bill.	
LATE PAYMENT CHARGE  If full payment is not received within five (5) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.	- T

Date of Issue: July 29, 2008
Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Fourth Revision of Original Sheet No. 20 P.S.C. No. 13

FLECTRIC RATE SCHEDULE	12		
Aller Control of the	Large Power Ser	vice	

## APPLICABLE

In all territory served.

## **AVAILABILITY OF SERVICE**

This rate schedule is available for secondary, primary or available transmission line service on an annual basis for lighting and/or heating and/or power.

It is optional with the customer whether service will be billed under this schedule for the entire requirements, or under various other schedules applicable to the various services. The customer having selected this schedule will continue to be billed under it for not less than 12 consecutive months, unless there should be a material and permanent change in the customer's service.

Service under this schedule will be limited to minimum average secondary loads of 200 KW and maximum average loads not exceeding 5.000 KW.

Customers with average single phase loads less than 200KW receiving service under this rate schedule as of July 1, 2004, will continue to be served under this rate schedule.

#### RATE

Customer Charge: 575,00 per month

Maximum Load Charge:

Secondary Service

\$7.65 per kilowatt of the maximum load in the month.

Primary Service

\$7.26 per kilowatt of the maximum load in the month

Transmission Service

\$6.92 per kilowatt of the maximum load in the month

Plus an Energy Charge of: 3.282 cents 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. 70
Demand-Side Management Surcharge	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77
Program Cost Recovery Mechanism	Sheet No. 52

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 20 Issued November 1, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates

Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

# **Kentucky Utilities Company**

P.S.C. No. 14, 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 minimum average secondary loads of 50 kW and maximum average loads not exceeding 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 September 1, 2008, with loads not meeting this criteria will continue to be served under this rate at their option. Customers initialing service on this rate after September 1, 2008, and whose load characteristics subsequently do not meet this criteria will be billied on the appropriate rate.

### RATE

Customer Charge per month:	\$75.00	\$75.00
Plus an Energy Charge per kWh of:	\$ 0.03282	\$ 0.03282
Plus a Maximum Load Charge per kW of:	S 7.65	\$ 7.26

## **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
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 power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD).

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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Second Revision of Original Sheet No. 20.1 P.S.C. No. 13

**ELECTRIC RATE SCHEDULE** 

LP

Large Power 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 month.

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

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

### MINIMUM ANNUAL CHARGE

Service under this schedule is subject to an annual minimum of \$91.80 per kilowatt for secondary delivery, \$87.12 per kilowatt for primary delivery and \$83.04 per kilowatt for transmission delivery for each yearly period based on the greater of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly maximum load during such yearly period.
- (b) The contract capacity, based on the expected maximum KW demand upon the system.
- (c) 60 percent of the KW capacity of facilities specified by the customer.
- (d) Secondary delivery, \$918.00 per year, Primary delivery, \$2,178.00 per year, Transmission delivery, \$4,152.00 per year.
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year. A new customer or an existing customer having made a permanent change in the operation of electrical equipment that materially affects the use in kilowatthours and/or use in kilowatts of maximum load will be given an opportunity to determine new service requirements in order to select the most favorable contract year period and rate applicable.

#### DUE DATE OF BILL

Customer's payment will be due within 10 days from date of bill.

### **TERM OF CONTRACT**

For a fixed term of not less than one year and for such time thereafter until terminated by either party giving 30 days written notice to the other of the desire to terminate.

### **TERMS AND CONDITIONS**

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

Date of Issue: April 17, 2008 Canceling First Revision of Original Sheet No. 20,1 Issued February 20, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

### **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 15.1 PS Standard Rate Power Service Τ MINIMUM ANNUAL CHARGE Service under this schedule is subject to an annual minimum of \$91.80 per kilowatt for secondary delivery and \$87.12 per kilowalt for primary delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows: (a) The highest monthly maximum load during such yearly period; (b) The contract capacity, based on the expected maximum kW demand upon the system; (c) 60 percent of the kW capacity of facilities specified by the customer: (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; or (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities. Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year. A new customer or an existing customer having made a permanent change in the operation of electrical equipment that materially affects the use in kilowatt-hours and/or use in kilowatts of maximum load will be given an opportunity to determine new service requirements in order to select the most favorable contract year period and rate applicable. DUE DATE OF BILL Customer's payment will be due within ten (10) days from date of bill, LATE PAYMENT CHARGE If full payment is not received within five (5) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges. **TERM OF CONTRACT** For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate. **TERMS AND CONDITIONS** Service will be furnished under Company's Terms and Conditions applicable hereto.

Date of Issue: July 29, 2008

Date Effective: September 1, 2008

Fourth Revision of Original Sheet No. 62 P.S.C. No. 13

	<del></del>	·····		
AL HATRIA DATE CALIEDIS C	CTOD			
ELECTRIC RATE SCHEDULE	STOD			
Small Time-of-Day Service				
Stilat	i inite-or-pay service			

### APPLICABLE

In all territory served by the Company.

#### AVAILABILITY OF SERVICE

Available to commercial customers whose average maximum monthly demands are greater than 250 KW and less than 2,000KW.

- a) STOD shall be available as an optional pilot program for three years effective 14 weeks following the Final Order in PSC Case No 2003-00434 for existing customers on Rate LP. Original Sheet No 20, PSC No 13,
- b) As an optional pilot program, STOD is restricted to 100 customers. The Company will notify all eligible customers of STOD and accept applications on a first-come-first-served basis with the beginning of business 6 weeks following the Final Order in PSC Case No 2003-00434.
- c) For each year or partial year of the pilot program, programming costs plus lost revenues will be recovered from customers served under Rate LP by a program cost recovery mechanism.
- d) No customers will be accepted for STOD following the end of the second year of the pilot
- e) The Company will file a report on STOD with the Commission within six months of the end of the third year of the pilot program. Such report will detail findings and recommendations.
- STOD shall remain in effect until terminated by order of the Commission.

#### RATE

Customer Charge: \$90,00 per month

Plus a Demand Charge:

Secondary Service -\$7.65 per KW per month \$7.26 per KW per month Primary Service -Transmission Service - \$6.92 per KW per month

Plus an Energy Charge of:

On-Peak Energy -\$0.03879 per KWH Off-Peak Energy -50.02596 per KWH

Where the On-Peak Energy is defined for bills rendered during a billing period as the metered consumption from:

- a) 10 A.M. to 9 P.M., Eastern Standard Time, on weekdays for the four consecutive billing months of June through September or
- b) 8 A.M. to 10 P.M., Eastern Standard Time, on weekdays for the eight consecutive billing months from October through May.

All other metered consumption shall be defined as Off-Peak Energy.

### **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.

The 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.

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 62 Issued November 1, 2007

issued By Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates

Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

### **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 20

Standard Rate TOD		Т
Time-of-Day Ser	vice	Ť
APPLICABLE In all territory served.		
AVAILABILITY OF SERVICE  This schedule is available for secondary or primary so limited to minimum average loads of 250kW and makW. Customers initiating service on this rate whose meet this criteria will be billed on the appropriate rate.	kimum average loads not exceeding 5,000 toad characteristics subsequently do not	<b>™</b>
RATE	1	
Customer Charge per month:	<u>Secondary</u> <u>Primary</u> \$ 90.00 \$120.00	1
Plus an Energy Charge per kWh of:	\$ 0.03282 \$ 0.03282	-
Plus a Maximum Load Charge per kW of: On-Peak Demand Off-Peak Demand		*
ADJUSTMENT CLAUSES  The bill amount computed at the charges specified accordance with the following:	above shall be increased or decreased in	
Fuel Adjustment Clause Demand-Side Management Cost Recovery Medi Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax	Sheet No. 85 hanism Sheet No. 86 Sheet No. 87 Sheet No. 90 Sheet No. 91	T
DETERMINATION OF MAXIMUM LOAD		
The load will be measured and will be the average during the 15-minute period of maximum use during the		
Company reserves the right to place a kVA meter measured kVA. The charge will be computed based of the applicable kW charge.		T
In lieu of placing a kVA meter, Company may adjus purposes when power factor is less than 90 percent (BASED ON POWER FACTOR MEASURED AT TIME	in accordance with the following formula:	Т
Adjusted Maximum kW Load for Billing Purposes =	Maximum kW Load Measured x 90% Power Factor (in percent)	

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Third Revision of Original Sheet No. 62.1 P.S.C. No. 13

### **ELECTRIC RATE SCHEDULE**

STOD

### Small Time-of-Day Service

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

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

### PROGRAM COST RECOVERY MECHANISM

The monthly billing amount computed under Rate LP shall be adjusted by the Program Cost Recovery Factor which shall be calculated per KWH in accordance with the following formula:

Program Cost Recovery Factor = (PC + LR) / LPKWH

#### Where:

- a) PC is the cost of programming the billing system and will be no more than \$29,050 for each of the three years of the pilot program,
- b) LR is the lost revenues of the pilot program calculated by subtracting the revenues that would have been billed under Rate LP from the revenues realized by actual billings under STOD. LR will be calculated for the first program year and applied in the second program or recovery year. That procedure will repeat for each year or partial year the pilot is in effect.
- c) LPKWH is the expected KWH energy sales for the LP rate in the recovery year.
- d) The Company will file any changes to the Program Cost Recovery Factor with supporting calculations ten days prior to application.

### **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. 70
Demand Side Management Cost Recovery Mechanism	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

### MINIMUM CHARGE

Service under this schedule is subject to an annual minimum of \$91.80 per kilowalt for secondary delivery, \$87.12 per kilowalt for primary delivery and \$83.04 per kilowalt for transmission delivery for each yearly period based on the greater of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly maximum load during such yearly period.
- (b) The contract capacity, based on the expected maximum KW demand upon the system.
- (c) 60 percent of the KW capacity of facilities specified by the customer.
- (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; Transmission delivery, \$4,152.00 per year.
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Date of Issue: April 17, 2008 Cancelling Second Revision of Original Sheet No. 62.1 Issued February 20, 2007

Issued By Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

### **Kentucky Utilities Company**

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Date of Issue: July 29, 2008 Date Effective: September 1, 2008

**TERMS AND CONDITIONS** 

customer's requirements for service.

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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

fixed term of contract and termination notice because of conditions associated with the

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Original Sheet No. 62.2 P.S.C. No. 13

ELECTRIC RATE SCHEDULE	STOD	
Smal	Il Time-of-Day Service	

Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year. A new customer or an existing customer having made a permanent change in the operation of electrical equipment that materially affects the use in kilowatt-hours and/or use in kilowatts of maximum load will be given an opportunity to determine new service requirements in order to select the most favorable contract year period and rate applicable.

### DUE DATE OF BILL

Customer's payment will be due within 10 days from date of bill.

### **TERM OF CONTRACT**

For a fixed term of not less than one year and for such time thereafter until terminated by either party giving 30 days written notice to the other of the desire to terminate. A customer exiting the pilot program will not be allowed to return to it until the Commission has issued a decision on the STOD program report.

### **TERMS AND CONDITIONS**

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

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

Small Time-of-Day Service Rate STOD is proposed to be titled Time-of-Day Service Rate TOD.

Please see Proposed Original Sheet Nos. 20 and 20.1

Fourth Revision of Original Sheet No. 25 P.S.C. No. 13

ELECTRIC RATE SCHEDULE	LCI-TOD	
Large Commerc	cial/Industrial Time-of-Day	Service

### APPLICABLE

In all territory served

### **AVAILABILITY OF SERVICE**

Available to, and mandatory for, all customers served primary or transmission voltage, with an average demand of 5,000 kilowatts or greater, subject to the following guidelines

- (1) Customers being served on this rate whose average demand have subsequently been reduced below 5,000 kilowatts over a period of twelve (12) months or who have had a material and permanent change in operations which will undoubtedly reduce demands below this level will be placed on the appropriate non-timedifferentiated rate at the Company's discretion.
- (2) It is the responsibility of the customer to keep the Company fully informed of any change or expected change in operations which will affect the customer's qualification to be served on this rate.
- (3) Service under this schedule will be limited to maximum loads not exceeding 50,000 KW. Customers with new or increased load requirements that exceed 50,000 KW will have a rate developed as part of their contract based upon their electrical characteristics.

### RATE

Customer Charge: \$120.00 per month

Maximum Load Charge:	Primary_	Transmission
On-Peak Demand	\$ 5.12 per KW	\$ 4.93 per KW
Off-Peak Demand	\$ 1.27 per KW	\$ 1.27 per KW

Energy Charge: 3.282 cents 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. 70
Demand-Side Management Surcharge	Sheet No. 71
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 25 Issued November 1, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky

Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 21

Standard Rate LTOD	
Large Time-of-Day Se	rvice
APPLICABLE In all territory served	
AVAILABILITY OF SERVICE  This schedule is available for primary service. Service minimum average loads of 5,000kW and maximum avicustomers with new or increased load requirements the developed based upon their electrical characteristics, whose load characteristics subsequently do not me appropriate rate.	erage loads not exceeding 50,000 kW. nat exceed 50,000 kW will have a rate Customers initiating service on this rate
RATE	
Customer Charge per month:	\$120.00
Plus an Energy Charge per kWh of:	\$ 0.03282
Plus a Maximum Load Charge per kW of: On-Peak Demand Off-Peak Demand	\$ 5.12 \$ 1.27
ADJUSTMENT CLAUSES  The bill amount computed at the charges specified aboaccordance with the following:	ove shall be increased or decreased in
Fuel Adjustment Clause Demand-Side Management Cost Recovery Mechar Environmental Cost Recovery Surcharge Franchise Fee Rider School Tax	Sheet No. 85 Sheet No. 86 Sheet No. 87 Sheet No. 90 Sheet No. 91
DETERMINATION OF MAXIMUM LOAD  The load will be measured and will be the average k during the 15-minute period of maximum use during the	
Company reserves the right to place a kVA meter measured kVA. The charge will be computed based on the applicable kW charge.	
In lieu of placing a kVA meter, Company may adjust the purposes when power factor is less than 90 percent in (BASED.ON POWER FACTOR MEASURED AT TIME O	accordance with the following formula:
Adjusted Maximum kW Load for Billing Purposes = M	aximum kW Load Measured x 90% Power Factor (in percent)

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Second Revision of Original Sheet No. 25.1 P.S.C. No. 13

### **ELECTRIC RATE SCHEDULE**

LCI-TOD

Large Commercial/Industrial Time-of- Day 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.

The 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, the Company may adjust the measured maximum load for billing purposes when power factor is less than 90 percent in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT 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 shall be as follows:

On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout the Company's service area

On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout the Company's service area.

Off-Peak Period – All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.

### MINIMUM ANNUAL CHARGE

Service under this schedule is subject to an annual minimum of \$61.44 per kilowatt for primary and \$59.16 per kilowatt for transmission on-peak delivery for each yearly period based on the greater of (a), (b), (c), (d) or (e), as follows:

- (a) The highest monthly on-peak maximum load during such yearly period.
- (b) The contract capacity, based on the expected on-peak maximum KW demand upon the system.
- (c) Sixty percent of the KW capacity of facilities specified by the customer.
- (d) Primary delivery, \$307,200 per year; transmission delivery \$295,800 per year.
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.

DUE DATE OF BILL: Customer's payment will be due within 10 days from date of bill.

Date of Issue: April 17, 2008 Canceling First Revision of Original Sheet No. 25.1 Issued February 20, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky

Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

## **Kentucky Utilities Company**

Standard Rate LTOD	
Large Time-of-Day Service	
RATING PERIODS	
The rating periods applicable to the Maximum Load charges shall be as follows:	
On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout Company's service area	
On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout Company's service area.	
Off-Peak Period $-$ All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.	
MINIMUM ANNUAL CHARGE	
Service under this schedule is subject to an annual minimum of \$61.44 per kilowalt for primary on-peak delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows:	
(a) The highest monthly on-peak maximum load during such yearly period; (b) The contract capacity, based on the expected on-peak maximum kW demand upon the system;	
(c) Sixty percent of the kW capacity of facilities specified by the customer; (d) Primary delivery, \$307,200 per year; or (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.	
Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.	THE PARTY OF THE P
DUE DATE OF BILL Customer's payment will be due within ten (10) days from date of bill.	
LATE PAYMENT CHARGE  If full payment is not received within five (5) days from 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.	777777777777777

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

TERMS AND CONDITIONS

issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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

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Original Sheet No. 25.2 P.S.C. No. 13

P.S.G. No. 1
ELECTRIC RATE SCHEDULE LCI-TOD
Large Commercial/Industrial Time-of-Day Service
TERM OF CONTRACT  Service will be furnished under this schedule only under contract for a fixed term of not less than 5 years, 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  The customer, in order to earn the Primary or Transmission Service Rate must own and maintain or lease, at the Company's option, all transformers and other facilities necessary to take service at the Primary or Transmission voltage delivered.
Service will be furnished under the Company's Terms and Conditions applicable hereto.

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered
On and After October 31, 2004
Refiled: July 20, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
(ssued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

Large Commercial/Industrial Time-of-Day Service Rate LCI-TOD is proposed to be titled Large Time-of-Day Service Rate LTOD.

Please see Proposed Original Sheet Nos. 21 and 21.1

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# **Kentucky Utilities Company**

P.S.C. No. 14, 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. Service under this schedule will be limited to maximum average loads not exceeding 50,000 kVA. Customers with new or increased load requirements that exceed 50,000 kVA will have rate developed based upon their electrical characteristics.

#### RATE

Customer Charge per month:	Transmission \$120.00
Plus an Energy Charge per kWh of:	\$ 0.03252
Plus a Maximum Load Charge per kVA of: On-Peak Demand	\$ 4.39 \$ 1.13

#### 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
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 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 shall be as follows:

On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout Company's service area

On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout Company's service area.

Off-Peak Period - All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 25.1

Standard Rate RTS
Retail Transmission Service

#### MINIMUM ANNUAL CHARGE

Service under this schedule is subject to an annual minimum of \$52.68 per kVA for transmission on-peak delivery for each yearly period based on the greater of (a), (b), (c), or (d), as follows:

- (a) The highest monthly on-peak load during such yearly period;
- (b) The contract capacity, based on the expected on-peak maximum kW demand upon the
- (c) Sixty percent of the kW capacity of facilities specified by the customer; or
- (d) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Payments to be made monthly of not less than 1/12 of the Annual Minimum until the aggregate payments during the contract year equal the Annual Minimum. However, payments made in excess of the amount based on above rate schedule will be applied as a credit on billings for energy used during contract year.

#### DUE DATE OF BILL

Customer's payment will be due within ten (10) days from date of bill.

### LATE PAYMENT CHARGE

If full payment is not received within five (5) days from 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Fourth Revision of Original Sheet No. 30 P.S.C. No. 13

ELECTRIC RATE SCHEDULE

MP

Coal Mining Power Service

#### **APPLICABLE**

in all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule is for primary or transmission line service, where available, for the operation of coal mines, coal cleaning, processing or other related operations incidental to such operation, where the customer reserves not less than 50 kilowatts of capacity.

Service under this schedule will be limited to maximum loads not exceeding 5,000 kW. Existing customers who demonstrate an average demand of 5,000 kW or greater over a 12-month penod, or new customers upon demonstrating an average demand of 5,000 kW or greater, will be served under Rate Schedule LMP-TOD.

### RATE

Customer Charge: \$75.00 per month

Maximum Load Charge:

Primary Service at nominal voltage of 2,400 or more shall be \$5.45 per kilowatt of the maximum load in the month.

Transmission Line Service at nominal voltage of 34,500 or more shall be \$5,33 per kilowatt of the maximum load in the month.

Plus an Energy Charge of:

3,479 cents 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. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

### MINIMUM ANNUAL CHARGE

Not less than the greater of (a), (b) or (c) as follows:

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 30 Issued November 1, 2007 issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates

Lexington, Kentucky
(ssued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

Coal Mining Power Rate MP is proposed to be canceled.

Primary service customers currently served under Rate MP will be served under proposed Power Service Rate PS. Please see proposed Original Sheet Nos. 15 and 15.1

Transmission customers currently served under Rate MP will be served under proposed Retail Transmission Service Rate RTS. Please see Proposed Original Sheet Nos. 25 and 25.1

Second Revision of Original Sheet No. 30.1 P.S.C. No. 13

### **ELECTRIC RATE SCHEDULE**

MP

### Coal Mining Power Service

- (a) \$65.40 for primary delivery and \$63.96 for transmission delivery for each yearly period for each kilowatt of capacity reserved by the customer's application.
- (b) \$65.40 per kilowatt for primary delivery or \$63.96 per kilowatt for transmission delivery, for each yearly period based on highest monthly maximum load during such yearly period.
- (c) No less than an amount to be determined by any special investment required to serve

### 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.

The 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% of the applicable KW charge.

In lieu of placing a KVA meter, the Company may adjust the measured maximum load for billing purposes when power factor is less than 90% in accordance with the following formula:

Adjusted Maximum KW Load for Billing Purposes = Maximum KW Load Measured x 90%

Power Factor (in percent)

### MONTHLY PAYMENTS

Each bill shall be computed at the Maximum Load and Energy Charge set forth, however, in no event shall the aggregate payments at the end of any month during the contract year, including the current month's bill, be less than the sum obtained by multiplying the number of months elapsed during the contract year by 1/12 of the annual minimum set forth. During subsequent months should the sum of the computed bills be less than the aggregate payments made, and greater than the minimum payments set forth above, adjustment shall be made on the basis of the sum of the computed bills, provided such adjustment shall not reduce the aggregate payments below the minimum payments set forth above.

#### DUE DATE OF BILL

Customer's payment will be due within 10 days from date of bill.

### POWER FACTOR CLAUSE

All the customer's apparatus shall be selected and used with reference to securing the highest practicable power factor. The Company shall have the right at all times to make an examination of the installation of motors and other apparatus of the customer and it may refuse to make connection or to give service unless the installation is in proper condition to receive and is operated in such manner as to utilize safety and efficiently the energy furnished by the Company. The customer shall not make any changes in his installation which will affect the operation of the Company's system without the consent of the Company.

Date of Issue: April 17, 2008 Canceling First Revision of Original Sheet No. 30.1 Issued February 20, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28. 2008 Coal Mining Power Rate MP is proposed to be canceled.

Primary service customers currently served under Rate MP will be served under proposed Power Service Rate PS. Please see proposed Original Sheet Nos. 15 and 15.1

Transmission customers currently served under Rate MP will be served under proposed Retail Transmission Service Rate RTS. Please see Proposed Original Sheet Nos. 25 and 25.1

Original Sheet No. 30.2 P.S.C. No. 13

# MP ELECTRIC RATE SCHEDULE **Coal Mining Power Service**

The Company undertakes to supply the energy called for by this agreement at a power factor of approximately unity, but it will permit under the prescribed rates the use of apparatus which shall furnish during normal operation an average power factor not lower than 90% either lagging or leading, in the accepted technical meaning of these terms.

### TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a term of not less than 5 years, and for yearly periods thereafter until terminated by either party giving written notice to the other party 90 days prior to the expiration date.

### **TERMS AND CONDITIONS**

Customer must own and maintain or lease all transformers and other facilities necessary to take service at the delivered voltage.

Service will be furnished under Company's Terms and Conditions and under executed Contract for Electric Service.

Date of Issue: July 20, 2004

issued By

Date Effective: March 1, 2000 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004 Coal Mining Power Rate MP is proposed to be canceled.

Primary service customers currently served under Rate MP will be served under proposed Power Service Rate PS. Please see proposed Original Sheet Nos. 15 and 15.1

Transmission customers currently served under Rate MP will be served under proposed Retail Transmission Service Rate RTS. Please see Proposed Original Sheet Nos. 25 and 25.1

FLECTRIC RATE SCHEDULE

Fourth Revision of Original Sheet No. 35

I MP-TOD

Large Mine Power Time-of-Day Rate

#### APPLICABLE

in all territory served

### AVAILABILITY OF SERVICE

Available to, and mandatory for, all mine power service customers served on primary or transmission voltage, with demands of 5,000 kilowalts or greater, subject to the following guidelines:

- (1) Mine power service under this rate is restricted to coal mining, coal cleaning, coal processing or other related operation and for power, lighting and/or heating incidental to such operation.
- (2) Customers being served on this rate whose average demands have subsequently been reduced below 5,000 kilowatts over a period of twelve (12) months or who have had a material and permanent change in operations which will undoubtedly reduce demands below this level will be placed on the appropriate non-time-differentiated rate at the Company's discretion.
- (3) It is the responsibility of the customer to keep the Company fully informed of any change or expected change in operations which will affect the customer's qualifications to be served on this rate.
- (4) Service under this schedule will be limited to maximum loads not exceeding 50,000 KW. Customers with new or increased load requirements that exceed 50,000 KW will have a rate developed as part of their contract based upon their electrical characteristics.

### RATE

Customer Charge: \$120.00 per month

Maximum Load Charge:	Primary	Transmission
On-Peak Demand		<b>\$</b> 5.25
Off-Peak Demand	. \$1.13	\$1.13

Energy Charge: 3.082 cents per KWH

### **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.

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

Adjusted Maximum KW Load for Billing Purposes = <u>Maximum KW Load Measured x 90%</u> Power Factor (in percent)

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 35 Issued November 1, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky Issued By Authority of an Order of the KPSC In Case No. 2007-00379 dated March 28, 2008 Large Mine Power Rate LMP-TOD Is proposed to be canceled.

Primary service customers currently served under Rate LMP-TOD will be served under proposed Large Time-of-Day Service Rate LTOD. Please see proposed Original Sheet Nos. 21 and 21.1.

Transmission customers currently served under Rate LMP-TOD will be served under proposed Retail Transmission Service Rate RTS. Please see proposed Original Sheet Nos. 25 and 25.1.

Second Revision of Original Sheet No. 35.1 P.S.C. No. 13

### **ELECTRIC RATE SCHEDULE**

### LMP-TOD

### Large Mine Power Time-of-Day Rate

#### **RATING PERIODS**

The rating periods applicable to the Maximum Load charges shall be as follows:

On-Peak Period during Summer Billing Months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time, throughout the Company's service area.

On-Peak Period during Winter Billing Months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time, throughout the Company's service area.

Off-Peak Period – All hours Monday through Friday not included above, plus all hours of Saturday and Sunday.

### MINIMUM ANNUAL CHARGE

Not less than the greater of (a), (b), or (c) as follows:

- (a) \$69.48 for primary delivery and \$63.00 for transmission delivery for each yearly period for each kilowatt of capacity reserved by the customer's application, based on not less than 5,000 KW.
- (b) \$69.48 per kilowatt for primary delivery and \$63.00 per kilowatt for transmission delivery, for each yearly period based on the highest monthly on-peak maximum load during such yearly period.
- (c) Not less than an amount to be determined by any special investment required to serve.

### MONTHLY PAYMENTS

Each monthly bill shall be computed at the Maximum Load and Energy Charge set forth, however, in no event shall the aggregate payments at the end of any month during the contract year, including the current month's bill, be less than the sum obtained by multiplying the number of months elapsed during the contract year by 1/12 of the annual minimum set forth. During subsequent months, should the sum of the computed bills be less than the aggregate payments made, and greater than the minimum payments set forth above, adjustment shall be made on the basis of the sum of the computed bills, provided such adjustment shall not reduce the aggregate payments below the minimum payments set forth above.

### DUE DATE OF BILL

Customer's payment will be due within 10 days from date of bill.

### POWER FACTOR CLAUSE

All of the customer's apparatus shall be selected and used with reference to securing the highest practicable power factor. The Company shall have the right at all times to make an examination of the installation of motors and other apparatus of the customer and it may refuse to make connection or to give service unless the installation is in proper condition to receive and is operated in such manner as to utilize safety and efficiently the energy furnished by the Company. The customer shall not make any changes in his installation which will affect the operation of the Company's system without the consent of the Company.

Issued By

Lonnie E. Bellar, Vice President,

Date of Issue: April 17, 2008 Canceling First Revision of Original Sheet No. 35.1 Issued February 20, 2007 Date Effective: May 2, 2008

State Regulation and Rates
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28. 2008

Large Mine Power Rate LMP-TOD Is proposed to be canceled.

Primary service customers currently served under Rate LMP-TOD will be served under proposed Large Time-of-Day Service Rate LTOD. Please see proposed Original Sheet Nos. 21 and 21.1.

Transmission customers currently served under Rate LMP-TOD will be served under proposed Retail Transmission Service Rate RTS. Please see proposed Original Sheet Nos. 25 and 25.1.

First Revision of Original Sheet No. 35.2 P.S.C. No. 13

# ELECTRIC RATE SCHEDULE LMP-TOD

Large Mine Power Time-of-Day Rate

The Company undertakes to supply the energy called for by this agreement at a power factor of approximately unity, but it will permit under the prescribed rates the use of apparatus which shall furnish during normal operation an average power factor not lower than 90 percent either lagging or leading, in the accepted technical meaning of these terms.

### 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. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
	Sheel No. 77
School Tax	

#### **TERM OF CONTRACT**

Service will be furnished under this schedule only under contract for a fixed term of not less than 5 years, 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**

Customer must own and maintain or, at Company's option, lease all transformers and other facilities necessary to take service at the delivered voltage.

Service will be furnished under Company's Terms and Conditions, and under executed contract for electric service

Date of Issue: June 8, 2005 Canceling Original Sheet No. 35.2 Issued July 20, 2004 Issued By

Date Effective: June 2, 2005

John R. McCall, Executive Vice President, General Counsel, and Corporate Secretary Lexington, Kentucky Large Mine Power Rate LMP-TOD Is proposed to be canceled.

Primary service customers currently served under Rate LMP-TOD will be served under proposed Large Time-of-Day Service Rate LTOD. Please see proposed Original Sheet Nos. 21 and 21.1.

Transmission customers currently served under Rate LMP-TOD will be served under proposed Retail Transmission Service Rate RTS. Please see proposed Original Sheet Nos. 25 and 25.1.

Fourth Revision of Original Sheet No. 38 P.S.C. No. 13

# ELECTRIC RATE SCHEDULE LI-TOD Large Industrial Time-of-Day Service

#### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Available for three-phase delivery to customers up to an aggregate of two hundred (200) MVA for all customers taking service under this schedule and under the LI-TOD 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 large industrial time-of-day 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 large industrial time-of-day and not served on another standard rate schedule as of the effective date this rate schedule is approved by the Public Service Commission of Kentucky. Existing customers as of the effective date of this rate schedule, April 1, 2004, shall have the first option to the available capacity under this rate schedule by signing a contract for firm service by March 1, 2005, which commits to billing for demand related charges by July 1, 2006.

#### **BASE RATE**

Customer Charge: \$120.00 per month

Primary Transmission
Energy Charge of:

Per monthly billing period \$0.03282 per kWh \$0.03282 per kWh

Plus a Demand Charge of: Per monthly billing period

Standard Load Charges:

On-Peak \$4.79 per KVA \$4.58 per KVA
Off-Peak \$0.93 per KVA \$0.93 per KVA

Where the monthly Standard On-Peak billing and Off-Peak billing are the greater of the applicable charge per KVA times:

- (a) the maximum metered standard demand, as measured over a fifteen (15) minute interval, for each peak period in the monthly billing period,
- (b) 60% of the maximum metered standard demand, as determined in (a) above, for each peak period in the preceding eleven (11) monthly billing periods,
- (c) 60% of the contract capacity based on the expected maximum demand upon the system, or
- (d) minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

Plus Fluctuating Load Charges:

 On-Peak
 \$2.29 per KVA
 \$2.20 per KVA

 Off-Peak
 \$0.37 per KVA
 \$0.37 per KVA

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 38 Issued November 1, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky

Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

# **Kentucky Utilities Company**

Standard Rate

P. S. C. No. 14, Original Sheet No. 30

Industri	al Service		.   1
APPLICABLE In all territory served.			
AVAILABILITY OF SERVICE  Available for three-phase delivery to custome for all customers taking service under this s schedule of Lauisville Gas and Electric College of College of Lauisville Gas and Electric College of College of Lauisville Gas and Electric College of Lauisville Gas and Electric College of Lauisville Gas and Electric College of College of Lauisville Gas and Electric College of	chedule and under the I mpany. This schedule (20) MVA or greater. s load either increases A or more in ten (10) mini	ndustrial Service Rate IS is restricted to individual A customer is defined as or decreases twenty (20) utes when such increases	
Subject to the above aggregate limit of two hall customers whose load is defined as large standard rate schedule as of July 1, 2004.	undred (200) MVA, this : a industrial time-of-day a	schedule is mandalory for nd not served on another	1
BASE RATE			
Customer Charge: \$120.00 per month	ı Primary	Transmission	
Energy Charge of: Per monthly billing period	\$0.03282 per kWh	\$0.03282 per kWh	
Plus a Demand Charge of: Per monthly billing period			
Standard Load Charges: On-Peak Off-Peak	\$4.79 per kVA \$0.93 per kVA	\$4.58 per kVA \$0.93 per kVA	
Where the monthly Standard On-Peak bill applicable charge per kVA times:	ling and Off-Peak billing	g are the greater of the	1
a) the maximum metered standard of interval, for each peak period in the b) 60% of the maximum metered st each peak period in the preceding c) 60% of the contract capacity bas system; of	e monthly billing period; andard demand, as det eleven (11) monthly billin ed on the expected ma	ermined in (a) above, for ig periods; ximum demand upon the	- Loope on management of the last of the l
d) minimum may be adjusted wh investment in special facilities.	ere customer's service	e requires an abnormal	
Plus Fluctuating Load Charges: On-Peak Off-Peak	\$2.29 per kVA \$0.37 per kVA	\$2.20 per kVA \$0.37 per kVA	1

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Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 38.1 P.S.C. No. 13

# **ELECTRIC RATE SCHEDULE**

LI-TOD

# Large Industrial Time-of-Day Service

Where the monthly Fluctuating On-Peak billing and Off-Peak billing are the greater of the applicable charge per KVA times:

- (e) the maximum metered fluctuating demand, as measured over a five (5) minute interval, for each peak period less the maximum metered standard demand for that peak period in the monthly billing period, or
- (f) 60% of the billed fluctuating demand, as determined in (e) above, for each peak period in the preceding eleven (11) monthly billing periods

### **RATING PERIODS**

The rating periods applicable to the peak load charges shall be as follows:

The On-Peak Period during the four consecutive summer billing months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time (EST), year round, throughout the Company's service territory.

The On-Peak Period during the sight consecutive winter billing months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time (EST), year round, throughout the Company's service territory.

The Off-Peak Period shall consist of all other hours.

### MINIMUM CHARGE

The minimum charge will be the Demand 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) the Company's ability to serve 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. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

### **DUE DATE OF BILL**

Customer's payment will be due within 10 days from date of bill.

Date of Issue: June 8, 2005 Canceling Original Sheet No. 38.1 Issued July 20, 2004 Issued By

Date Effective: With Bills Rendered On and After

July 5, 2005

John R. McCall, Executive Vice President, General Counsel, and Corporate Secretary Lexington, Kentucky Issued by Authority of Order of the KPSC in Case No. 2004-00465 dated May 24, 2005

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 30.1

Standard Rate IS Industrial Service

Where the monthly Fluctuating On-Peak billing and Off-Peak billing are the greater of the applicable charge per kVA limes:

- e) the maximum metered fluctuating demand, as measured over a five (5) minute interval, for each peak period less the maximum metered standard demand for that peak period in the monthly billing period, or
- f) 60% of the billed fluctuating demand, as determined in (e) above, for each peak period in the preceding eleven (11) monthly billing periods.

### RATING PERIODS

The rating periods applicable to the peak load charges shall be as follows:

The On-Peak Period during the four consecutive summer billing months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time (EST), year round, throughout Company's service territory.

The On-Peak Period during the eight consecutive winter billing months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time (EST), year round, throughout Company's service territory.

The Off-Peak Period shall consist of all other hours.

#### MINIMUM CHARGE

The minimum charge will be the Demand 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.

### 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
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 ten (10) days from date of bill.

### LATE PAYMENT CHARGE

If full payment is not received within five (5) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

Date of Issue: July 29, 2008
Date Effective: September 1, 2008

issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 38.2 P.S.C. No. 13

**ELECTRIC RATE SCHEDULE** 

LI-TOD

Large Industrial Time-of-Day 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 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 the Company in its reasonable discretion, the Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by the Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by the Company. Without limiting the foregoing, the Company may require such equipment if, at any time, the megavars, harmonics, and other undestrable 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 the 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 the Company or others, and the Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(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. The Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by the Company, Customer shall provide all available information to the Company that aids the Company in enforcing its service standards. If the 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, the Company may engage such experts and/or consultants as the Company shall determine are appropriate to advise the 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 the CURTAILMENT SERVICE RIDER 3. Company's right to interrupt under this provision is restricted to responses to unplanned outage or de-rates of LG&E Energy LLC System (LEC System) owned or purchased generation or when Automatic Reserve Sharing is invoked with ECAR or an ISO/TRO. LEC 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.

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30. 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 30.2

Standard Rate IS Industrial 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 undestrable 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 5:056. Section 14(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

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Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Date of Issue: July 20, 2004

Original Sheet No. 38.3 P.S.C. No. 13

ELECTRIC RAT	E SCHEDULE	LI-TOD	d Sarvica	
	Large Industrial	Time-of-Day Load	n Sei Aice	
electrical serving damages, and extent that Conference of the conference of the property or interest indemnify	such limitation of liability shampany acts within its rig npany shall have no liability Customer's use of the	y consequential, most of apply regardless of the her of any kind to the Cur Company's service of any kind to the cur consequence of the cur consequence of the cur curve of the curve of th	er or any other party affecter ect, incidental, special, or f claim or theory. In addition ein and/or any applicable stomer or any other party. I auses damage to the Co sible for such damage or in eny and all suits, claims, los	n, to the law or n the mpany's lury and
TERMS AND CO	INDITIONS			
Service will be	furnished under Company'	s Terms and Condition	ns applicable hereto.	

Date Effective: With Service Rendered On and After July 1, 2004 Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

issued By

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 30.3

34 - J-1 73-1-
Standard Rate Industrial Service
Industrial Service  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.

Date of Issue: July 29, 2008
Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Fifth Revision of Original Sheet No. 40 P.S.C. No. 13

ELECTRIC RATE SCHEDULE	ST. LT.	
	Street Lighting Service	

### AVAILABILITY OF SERVICE

This rate schedule is available, for the various types of street lighting services shown herein, in any community in which the Company has an electric franchise. Service is subject to the provisions herein and the provisions of the Company's standard contract for street lighting service. Should the service not meet these standard provisions, then the Company reserves the right to revise the charges listed hereinafter so as to include any additional or unusual cost involved.

### STANDARD/ORNAMENTAL SERVICE

- STANDARD OVERHEAD SYSTEM: Street lighting equipment furnished under the Standard Overhead Rate shall consist of wood poles, brackets, appropriate fixtures for the lamps being used, the necessary overhead street lighting circuit, protective equipment, controls and transformers. The Company will install, own, operate and maintain the entire street lighting system, including circuits, lighting fixtures and lamp replacements. The Customer shall pay the Standard Overhead Rate.
- ORNAMENTAL OVERHEAD SYSTEM: The Company will, upon request, furnish under the Ornamental Overhead Rate, ornamental poles of the Company's choosing, together with overhead wiring and all other equipment and provisions mentioned in 2 above. The Customer will pay the Ornamental Overhead Rate.
- 3. OTHER THAN CONVENTIONAL OVERHEAD SYSTEMS: Should the Customer require, either initially or upon replacement, a system or equipment other than that described in 2 or 3 above for lamp sizes as provided herein, (this constituting a conventional overhead system) the Customer may make a non-refundable contribution to the Company equal to the difference in the installed cost between the system or equipment so required and the cost of a conventional overhead system as hereinbefore defined. In a similar manner the Customer will pay the difference in the cost of operation and maintaining such a system or equipment and the cost of operation and maintaining a conventional Overhead System. Any installation costs which are to be borne by the Customer, should be paid at the time of installation.

### RATE

			LOAD/LIGHT	RATE PER LIGHT PER MONT	
				STANDARD	ORNAMENTAL
*INCANE	DESCE	NT			<u> </u>
1,000 Lu	mens (	approximately)	.102 KW/Light	\$ 2.76	\$ 3.42
2,500	-	-	.201 KW/Light	3.54	4.48
4,000	*	•	.327 KW/Light	5.37	6.35
6,000	:4	5	.447 KW/Light	7.19	8.28
"MERCI	JRY V	APOR			
7,000	Lumer	is (approximately)	.207 KW/Light	\$ 7.73	10.09
10,000		•	.294 KW/Light	9.12	11.22
20,000	*	•	.453 KW/Light	11.13	12.81
HIGH PR	ESSU	RE SODIUM			
4,000	Lumen	s (approximately)	.060 KW/Light	\$ 5.46	\$ 8.20
5,800		•	.083 KW/Light	6.00	8.74
9,500	×		.117 KW/Light	6.84	9.77
22,000	н	•	.242 KW/Light	10.36	13.29
50,000	28		.485 KW/Light	17.07	19.99

NOTE: 'Incandescent restricted to those fixtures in service on October 12, 1982 (Except for spot replacement)
"Mercury Vapor is restricted to those fixtures in service on February 1, 2004. Upon failure, existing
fixtures will either be removed from service or replaced with available lighting at the customer's option.

Date of Issue: April 17, 2008 Canceling Fourth Revision of Original Sheet No. 40 Issued November 1, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President State Regulation and Rates Lexington, Kentucky

Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

### **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 35

DATE DED LICUT DED MONTH

Standard Rate ST. LT.
Street Lighting Service

### AVAILABILITY OF SERVICE

This rate schedule is available, for the various types of street lighting services shown herein, in any community in which the Company has an electric franchise. Service is subject to the provisions herein and the provisions of the Company's standard contract for street lighting service. Should the service not meet these standard provisions, then the Company reserves the right to revise the charges listed hereinafter so as to include any additional or unusual cost involved.

### STANDARD/ORNAMENTAL SERVICE

- STANDARD OVERHEAD SYSTEM: Street lighting equipment furnished under the Standard Overhead Rate shall consist of wood poles, brackets, appropriate fixtures for the lamps being used, the necessary overhead street lighting circuit, protective equipment, controls and transformers. The Company will install, own, operate and maintain the entire street lighting system, including circuits, lighting fixtures and lamp replacements. The Customer shall pay the Standard Overhead Rate.
- ORNAMENTAL OVERHEAD SYSTEM: The Company will, upon request, furnish under the Omamental Overhead Rate, ornamental poles of the Company's choosing, together with overhead wiring and all other equipment and provisions mentioned in 2 above. The Customer will pay the Ornamental Overhead Rate.
- 3. OTHER THAN CONVENTIONAL OVERHEAD SYSTEMS: Should the Customer require, either initially or upon replacement, a system or equipment other than that described in 2 or 3 above for lamp sizes as provided herein, (this constituting a conventional overhead system) the Customer may make a non-refundable contribution to the Company equal to the difference in the installed cost between the system or equipment so required and the cost of a conventional overhead system as hereinbefore defined. In a similar manner the Customer will pay the difference in the cost of operation and maintaining such a system or equipment and the cost of operation and maintaining a conventional Overhead System. Any installation costs which are to be borne by the Customer, should be paid at the time of installation.

#### RATE

			LOAD/LIGHT	RATE PER LI	GHT PER MONTH
			***************************************	STANDARD	ORNAMENTAL
*INCANDE	SCENT				
1.000 L	umens (	approximately)	.102 kW/Light	\$ 2.76	\$ 3.42
2,500	э,	7	.201 kW/Light	3.64	4.48
4.000	*	#	.327 kW/Light	5.37	6.35
6.000	a	a	.447 kW/Light	7.19	8.28
'MERCUR'	Y VAPO	R			
		(approximately)	.207 kW/Light	\$ 7.73	\$10.09
10,000	4	я	.294 kW/Light	9.12	11.22
20,000	~	•	.453 kW/Light	11.13	12.81
HIGH PRE	ESSURE	SODIUM			
4 000 L	umens (	approximately)	.060 kW/Light	\$ 5.72	\$ 8.60
5.800	я ,		.083 kW/Light	6.29	9.16
9,500	-		.117 kW/Light	7.17	10.24
22,000	н	*	.242 kW/Light	10.86	13.93
50.000	-	-	.485 kW/Light	17.90	20.96

NOTE: 'Incandescent is restricted to those fixtures in service on October 12, 1982. Mercury Vapor is restricted to those fixtures in service on February 1, 2004. Upon failure, existing fixtures will either be removed from service or replaced with available lighting at the customer's option.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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F/I

Fourth Revision of Original Sheet No. 40.1 P.S.C. No. 13

ELECTRIC RATE SCHEDULE	ST. LT.	
Str	reet Lighting Service	
DECORATIVE UNDERGROUND SER		

- 1. FURNISHED EQUIPMENT: Street lighting equipment furnished hereunder shall consist of appropriate size decorative poles and fixtures for the lamps being used, the necessary underground conductor, protective equipment, controls and transformers. The Company will install, own, operate and maintain the entire street lighting system, including conductor, decorative poles, fixtures and lamp replacements. The Customer shall pay the rate as shown plus, at the time of installation, pay to the Company the amount to cover the additional cost of underground over the equivalent overhead street lighting circuitry.
- 2. STORAGE PROVISION FOR GRAN VILLE LIGHT AND ACCESSORIES: If the Company provides storage for the fixture, poles and/or the accessories, an adder of 12.50% will apply to the monthly rate per light.

Type Of Pole & Fixture	Lumen Oulput (Approximate)	Load/Light In KW	Monthly Rate Per Light
Acom (Decorative Pole)	4,000	0.060	\$10.82
Acom (Historic Pole)	4,000	0.060	\$17.29
Acorn (Decorative Pole)	5,800	0.083	\$11.77
Acorn (Historic Pole)	5,800	0.083	\$17.94
Acorn (Decorative Pole)	9,500	0.117	\$12,59
Acom (Historic Pole)	9,500	0.117	\$18.78
Colonial	4,000	0.060	\$ 7.40
Colonial	5,800	0.083	\$ 7.96
Colonial	9,500	0.117	\$ 8.71
Coach	5.800	0.083	\$26.62
Coach	9,500	0.117	<b>S</b> 27.36
Contemporary	5.800	0.083	<b>\$</b> 13.50
Contemporary	9,500	0.117	\$16.15
Contemporary	22,000	0.242	\$19.13
Contemporary	50,000	0.485	\$25.42
Gran Ville Gran Ville Accessories:	16,000	0.150	\$40.55
* Single Crossarm Bracket			\$16.28
Twin Crossam Bracket			\$18.12
24 Inch Banner Arm			\$ 2.82
24 Inch Clamp Banner Arm			\$ 3.90
18 Inch Banner Arm			\$ 2.60
Flagpole Holder			\$ 1.20
Post-Mounted Receptacle			\$16.90
Base-Mounted Receptacle			\$16.31
<ul> <li>Additional Receptacles</li> </ul>			\$ 2.31
Planter			\$ 3.91
* For Existing Poles Only			

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 40.1 Issued November 1, 2007

Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates

Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

# **Kentucky Utilities Company**

Standard Rate

P.S.C. No. 14, Original Sheet No. 35.1

<u> </u>	Street Lighting Service
1. FUR apprunde unde insta decc	E UNDERGROUND SERVICE NISHED EQUIPMENT: Street lighting equipment furnished hereunder shall consist of opriate size decorative poles and fixtures for the lamps being used, the necessary erground conductor, protective equipment, controls and transformers. The Company will lil, own, operate and maintain the entire street lighting system, including conductor, prative poles, fixtures and lamp replacements. The Customer shall pay the rate as shown at the time of installation, pay to the Company the amount to cover the additional cost of the equivalent overhead street lighting circuitry.

ST. LT.

2. STORAGE PROVISION FOR GRAN VILLE LIGHT AND ACCESSORIES: If the Company provides storage for the fixture, poles and/or the accessories, an adder of 12.50% will apply to the monthly rate per light.

RATE	HIGH PRES	SURE SODIUM (HP	S)
Type Of	Lumen Output (Approximate)	Load/Light	Monthly Rate
Pole & Fixture		In kW	Per Light
Acom (Decorative Pole) Acom (Historic Pole) Acom (Decorative Pole) Acom (Historic Pole) Acom (Decorative Pole) Acom (Historic Pole) Acom (Historic Pole) Colonial	4,000 4,000 5,800 5,800 9,500 4,000	0.060 0.050 0.083 0.083 0.117 0.117	\$10.82 \$18.13 \$12.34 \$18.81 \$13.20 \$19.69 \$ 7.76
Colonial	5,800	0.083	\$ 8.35
Colonial	9,500	0.117	\$ 9.13
Coach	5,800	0.083	\$27.91
Coach	9,500	0.117	\$28.69
Contemporary Contemporary Contemporary Contemporary	5,800	0.083	\$14.15
	9,500	0.117	\$16.93
	22,000	0.242	\$20.06
	50,000	0.485	\$26.65
Gran Ville Gran Ville Accessories Single Crossarm Bracket Twin Crossarm Bracket 24 Inch Banner Arm 24 Inch Clamp Banner Ar 18 Inch Banner Arm 18 Inch Clamp On Banner Arn 19 Inch Clamp On Planter Clamp On Planter	et Arm ner Arm cle	0.150	\$42.52 \$17.07 \$19.00 \$ 2.96 \$ 4.09 \$ 2.73 \$ 3.37 \$ 1.26 \$17.72 \$17.10 \$ 2.42 \$ 4.10 \$ 4.56
<ul> <li>For Existing Poles 0</li> <li>For 2 Receptacles o</li> </ul>			

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

First Revision of Original Sheet No. 40.2 P.S.C. No. 13

be increased or decreased in Sheet No. 70 Sheet No. 72 Sheet No. 73 Sheet No. 75 Sheet No. 76 Sheet No. 77
Sheet No. 70 Sheet No. 72 Sheet No. 73 Sheet No. 75 Sheet No. 76 Sheet No. 77
Sheet No. 70 Sheet No. 72 Sheet No. 73 Sheet No. 75 Sheet No. 76 Sheet No. 77
Sheet No. 70 Sheet No. 72 Sheet No. 73 Sheet No. 75 Sheet No. 76 Sheet No. 77
Sheet No. 72 Sheet No. 73 Sheet No. 75 Sheet No. 76 Sheet No. 77
Sheet No. 72 Sheet No. 73 Sheet No. 75 Sheet No. 76 Sheet No. 77
Sheet No. 73 Sheet No. 75 Sheet No. 76 Sheet No. 77
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of this Tariff.

Date of Issue: June 8, 2005 Canceling Original Sheet No. 40.2 Issued July 20, 2004 Issued By

Date Effective: June 2, 2005

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

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 35.2

tandard Rate ST, LT,	
Street Lighting Serv	VICE
ADJUSTMENT CLAUSES	and the second in
The bill amount computed at the charges specified abo	ove shall be increased or decreased in
accordance with the following:	ļ
	Sheet No. 85
Fuel Adjustment Clause	Sheet No. 87
Environmental Cost Recovery Surcharge	Sheet No. 90
Franchise Fee Rider	Sheet No. 91
School Tax	GROOT TO. O.
and materials Dist	
DUE DATE OF BILL Customer's payment will be due within ten (10) days from	m date of bill.
adolarisa a payment	
DETERMINATION OF ENERGY CONSUMPTION	and Ale 67 of this Toyiff
The kilowatt-hours will be determined as set forth on She	SECTION OF OF UNIS CRITIC.
	•

Date of Issue: July 29, 2008 Date Effective: September 1, 2008 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Fourth Revision of Original Sheet No. 41 P.S.C. No. 13

ELECTRIC RATE SCHEDULE	POIT	
CECOTION INCIDENT		
<del></del> P	rivate Outdoor Lighting	1

#### **APPLICABLE**

In all territory served.

### **AVAILABILITY OF SERVICE**

Service under this schedule is offered, under the conditions set out hereinafter, for lighting applications on private property such as, but not limited to, residential, commercial and industrial plant site or parking lot, other commercial area lighting, etc. to Customers now receiving electric service from the Company at the same location. Service will be provided under written contract signed by Customer prior to service commencing, when facilities are required other than fixture(s)

### RATE

### STANDARD (SERVED OVERHEAD)

TYPE LIGHT	APPROX. LUMENS	KW RATING	MONTHLY CHARGE
Open Bottom Mercury Vapor	7,000**	.207	\$ 8.76
Cobra Mercury Vapor	20,000**	.453	\$11.13
Open Bottom High Pressure Sodium	5,800	.083	\$ 4.86
Open Bottom High Pressure Sodium	9,500	.117	\$ 5.62
Cobra High Pressure Sodium	22,000	.242	\$10.36
Cobra High Pressure Sodium	50,000	.485	\$17.07

### DIRECTIONAL (SERVED OVERHEAD)

TYPE LIGHT	APPROX. LUMENS	KW RATING	MONTHLY CHARGE
Directional High Pressure Sodium	9,500	.117	\$ 6.70
Directional High Pressure Sodium	22,000	.242	\$ 9.79
Directional High Pressure Sodium	50,000	.485	\$15.34

The Company will furnish a complete standard or directional fixture with appropriate mast arm on existing poles with available secondary voltage of 120/240.

Where the location of existing poles are not suitable or where there are no existing poles for mounting of lights, and the Customer requests service under these conditions, the Company may furnish the required facilities at an additional charge per month to be determined by the Company. These additional charges are subject to change by Company upon 30 days prior written notice.

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 41 Issued November 1, 2007 Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky

Lexington, Kentucky
(ssued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

## Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 36

Standard Rate P.O. LT.
Private Outdoor Lighting

### APPLICABLE

In all territory served.

### **AVAILABILITY OF SERVICE**

Service under this schedule is offered, under the conditions set out hereinafter, for lighting applications on private property such as, but not limited to, residential, commercial and industrial plant site or parking lot, other commercial area lighting, etc. to Customers now receiving electric service from the Company at the same location. Service will be provided under written contract signed by Customer prior to service commencing, when facilities are required other than fixture(s).

### RATE

### STANDARD (SERVED OVERHEAD)

TYPE LIGHT	APPROX. LUMENS	kW RATING	MONTHLY CHARGE	
Open Bottom Mercury Vapor	7,000**	.207	\$ 8.76	
Cobra Mercury Vapor	20,000**	.453	\$11.13	
Open Bottom High Pressure Sodium	5,800	.083	\$ 5.10	
Open Bottom High Pressure Sodium	9,500	.117	\$ 5.89	
Cobra High Pressure Sodium	22,000	.242	\$10.86	
Cobra High Pressure Sodium	50,000	.485	\$17.90	

### **DIRECTIONAL (SERVED OVERHEAD)**

TYPE LIGHT	APPROX. LUMENS	kW RATING	MONTHLY CHARGE
Directional High Pressure Sodium	9,500	.117	\$ 7.02
Directional High Pressure Sodium	22,000	.242	\$10.26
Directional High Pressure Sodium	50,000	.485	\$16.08

The Company will furnish a complete standard or directional fixture with appropriate mast arm on existing poles with available secondary voltage of 120/240.

Where the location of existing poles are not suitable or where there are no existing poles for mounting of lights, and the Customer requests service under these conditions, the Company may furnish the required facilities at an additional charge per month to be determined by the Company. These additional charges are subject to change by Company upon thirty (30) days prior written notice.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Fourth Revision of Original Sheet No. 41.1 P.S.C. No. 13

ELECTRIC RATE SCHEDULE P.O. LT.
Private Outdoor Lighting

All facilities required by Company will be standard stocked material. When underground facilities are requested and the Company agrees to underground service, the Customer will be responsible for ditching and back-filling and seeding and/or repaving as necessary, and grovide, own and maintain all conduit.

### METAL HALIDE COMMERCIAL AND INDUSTRIAL LIGHTING

TYPE POLE AND FIXTURE	APPROX. LUMENS	KW RATING	MONTHLY CHARGE	
Directional Fixture Only	12,000	0.207	\$10.03	
Directional Fixture With Wood Pole	12,000	0.207	\$12.08	
Directional Fixture With Metal Pole	12,000	0.207	\$18.78	
Directional Fixture Only	32,000	0.450	\$14.52	
Directional Fixture With Wood Pole	32,000	0.450	\$16.58	
Directional Fixture With Metal Pole	32,000	0.450	\$23.27	
Directional Fixture Only	107,800	1.080	\$30.58	
Directional Fixture With Wood Pole	107,800	1.080	\$33.43	
Directional Fixture With Metal Pole	107,800	t.080	\$39.32	
Contemporary Fixture Only	12,000	0.207	\$11.17	
Contemporary Fixture With Metal Pole	12,000	0.207	\$19.94	
Contemporary Fixture Only	32,000	0.450	\$16,13	
Contemporary Fixture With Metal Pole	32,000	0.450	\$24.87	
Contemporary Fixture Only	107,800	1.080	\$33.23	
Contemporary Fixture With Metal Pole	107,800	1.080	\$41.99	

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 41.1 Issued November 1, 2007

Issued By

Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky

Lexington, Kentucky
Issued by Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 36.1

tandard Rate P.O. LT				_
Private Outdoo	r Lighting			-
All facilities required by Company will be stand facilities are requested and the Company agrees to responsible for ditching and back-filling and se provide, own and maintain all conduit.	o underground	service, the	Customer will be	
METAL HALIDE COMMERCIAL AND INDUSTRIAL L	IGHTING			
TYPE POLE AND FIXTURE	APPROX. LUMENS	kW RATING	MONTHLY CHARGE	Т
Directional Fixture Only	12,000	0.207	\$10.52	
Directional Fixture With Wood Pole	12,000	0.207	\$12.67	1
Directional Fixture With Direct Burial Metal Pole	12,000	0.207	\$19.69	7
Directional Fixture Only	32,000	0.450	\$15.22	1
Directional Fixture With Wood Pole	32,000	0.450	\$17.38	
Directional Fixture With Metal Pole	32,000	0.450	\$24.40	
Directional Fixture Only	107,800	1.080	\$32.06	
Directional Fixture With Wood Pole	107,800	1.080	\$35.05	
Directional Fixture With Metal Pole	107,800	1.080	\$39.32	
Contemporary Fixture Only	12,000	0.207	\$11.71	
Contemporary Fixture With Direct Burial Metal Pole	12,000	0.207	\$20.91	
Contemporary Fixture Only	32,000	0.450	\$16.91	
Contemporary Fixture With Metal Pole	32,000	0,450	\$26.08	}

107,800

107,800

1.080

1.080

\$34.84

\$44.03

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Contemporary Fixture Only
Contemporary Fixture With Metal Pole

Fourth Revision of Original Sheet No. 41.2 P.S.C. No. 13

ELECTRIC RATE SCHEDULE	POIT	
	5 . Q. E1.	
	Private Outdoor Lighting	

Company, where secondary voltage of 120/240 is available, will furnish, own, and maintain poles, fixtures and any necessary circuitry up to 100 feet. All poles and fixtures furnished by Company will be standard stocked materials. 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 by Company. Such charges are subject to change by Company upon 30 days prior written notice.

Customer is to pay the monthly rate plus any additional charge determined above plus provide all ditching, back-filling, and repaving/seeding/sodding as necessary and provide, own, and maintain all conduit. Company may, at Customer's request, provide all ditching, back-filling, and repaving/seeding/sodding as necessary for payment, in advance, of Company's cost to provide those services. Upon termination of service, the Company shall not be required to remove underground facilities.

Where Customer has need for non-stocked styles of poles or fixtures, Company may agree to provide the requested styles for payment, in advance, by Customer of the cost difference between the requested styles and the stock materials. Customer accepts that Company's maintenance of non-stock materials is dependent on outside vendors and that maintenance of non-stock styles may be delayed or materials unavailable.

### **DECORATIVE HPS (SERVED UNDERGROUND)**

TYPE POLE AND FIXTURE	APPROX. LUMENS	KW RATING	MONTHLY CHARGE	
Acom Decorative	4,000	0.060	\$11.11	
Acom Historic	4,000	0.060	\$17.29	
Acom Decorative	5,800	0.083	\$11.77	
Acom Historic	5,800	0.083	\$17.94	
Acom Decorative	9,500	0.117	\$12.61	
Acom Historic	9,500	0.117	<b>5</b> 18.78	
Colonial	4,000	0.060	\$ 7.40	
Colonial	5,800	0.083	\$ 7.96	
Colonial	9,500	0.117	S 8.71	
Coach	5,800	0.083	\$26.62	
Coach	9,500	0.117	\$27.36	
Contemporary	5,800	0.083	\$13.50	
Contemporary	9,500	0.117	\$16.15	
Contemporary	22.000 *	0.242	\$19.13	
Contemporary	50,000 *	0.485	\$25.42	
Gran Ville	16,000	0.150	\$40.55	

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 41.3 Issued November 1, 2007 Issued By Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President State Regulation and Rates Lexington, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

### **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 36.2

Ŧ

Standard Rate P.O. LT.
Private Outdoor Lighting

Company, where secondary voltage of 120/240 is available, will furnish, own, and maintain poles, fixtures and any necessary circuitry up to 100 feet. All poles and fixtures furnished by Company will be standard stocked materials. 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 by Company. Such charges are subject to change by Company upon 30 days prior written notice.

Customer is to pay the monthly rate plus any additional charge determined above plus provide all ditching, back-filling, and repaving/seeding/sodding as necessary and provide, own, and maintain all conduit. Company may, at Customer's request, provide all ditching, back-filling, and repaving/seeding/sodding as necessary for payment, in advance, of Company's cost to provide those services. Upon termination of service, the Company shall not be required to remove underground facilities.

Where Customer has need for non-stocked styles of poles or fixtures, Company may agree to provide the requested styles for payment, in advance, by Customer of the cost difference between the requested styles and the stock materials. Customer accepts that Company's maintenance of non-stock materials is dependent on outside vendors and that maintenance of non-stock styles may be delayed or materials unavailable.

### DECORATIVE HPS (SERVED UNDERGROUND)

TYPE POLE AND FIXTURE	APPROX. LUMENS	kW RATING	MONTHLY CHARGE	
Acom Decorative	4,000	0.060	\$11.65	
Acom Historic	4,000	0.060	\$17.29	ļ
Acom Decorative	5,800	0.083	\$12.34	
Acom Historic	5,800	0.083	\$18.13	ļ
Acom Decorative	9,500	0.117	\$13.22	
Acom Historic	9,500	0.117	\$19.69	ļ
Coloniai	4,000	0.060	\$ 7.76	ļ
Colonial	5,800	0.083	\$ 8.35	
Colonial	9,500	0.117	\$ 9.13	
Coach	5,800	0.083	\$27.91	
Coach	9,500	0.117	\$28.69	
Contemporary	5,800	0.083	\$14.15	
Conlemporary	9,500	0.117	\$16.93	
Contemporary	22.000 °	0.242	\$20.06	
Contemporary	50,000 *	0.485	526.65	
Gran Ville	16,000	0.150	\$42.52	

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Second Revision of Original Sheet No. 41.3 P.S.C. No. 13

P.O. LT.		
ELECTRIC RATE SCHEDULE P.O. LT.  Private Outdoor Lighting		
\$16.28		
\$18.12		
\$ 2.82		
\$ 3.90		
\$ 2.60		
\$ 1.20		
\$16.90		
\$16.31		
\$ 2.31		
\$ 3.91		

Company to furnish, own, and maintain decorative potes, fixtures and any necessary circuitry up to 100 feet for the size lamps being used. Additional facilities required by Customer will be provided at a charge to be determined by the Company. These additional charges are subject to change by the Company upon 30 days prior written notice. All facilities furnished by the Company will be standard stocked material. Customer to pay rate plus any additional charges as determined above plus provide all ditching, back-filling, and repaving/seeding/sodding as necessary, and provide, own, and maintain all conduit. Upon termination of this service, the Company shall not be required to remove underground wiring. If the Company provides storage for the fixture, poles and/or the accessories, then an adder of 12.50 % will apply to the rate per light for Gran Ville lights and accessories.

NOTE: \* NOT AVAILABLE FOR URBAN RESIDENTIAL HOME USE

- RESTRICTED TO THOSE FIXTURES IN SERVICE ON AUGUST 20, 1990. UPON FAILURE, EXISTING FIXTURES WILL EITHER BE REMOVED FROM SERVICE OR REPLACED WITH AVAILABLE LIGHTING AT THE CUSTOMER'S OPTION.
- \*\*\* FOR EXISTING POLES ONLY
- \*\*\*\* FOR 2 RECEPTACLES ON SAME POLE

### **ADJUSTMENT CLAUSES**

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

Fuel Adjustment Clause	Sheet No. 70
Environmental Cost Recovery Surcharge	Sheet No. 72
Merger Surcredit Rider	Sheet No. 73
Value Delivery Surcredit Rider	Sheet No. 75
Franchise Fee Rider	Sheet No. 76
School Tax	Sheet No. 77

Date of Issue: April 17, 2008 Canceling Third Revision of Original Sheet No. 41.3 Issued November 1, 2007 issued By Date Effective: May 2, 2008

Lonnie E. Bellar, Vice President State Regulation and Rates Lexington, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2007-00379 dated March 28, 2008

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 36.3

Standard Rate	P.O. LT.	
Private Outdoor Lighting		
Gran Ville Accessories:	MONTHLY CHARGE	
*** Single Crossarm Bracket	\$17.07	
Twin Crossarm Bracket	\$19.00	
24 Inch Banner Arm	\$ 2.96	
24 Inch Clamp Banner Arm	\$ 4.09	
18 Inch Banner Arm	\$ 2.73	
18 Inch Clamp Banner Arm	\$ 3.37	
Flagpole Holder	\$ 1.26	
Post-Mounted Receptacle	\$17.72	
Base-Mounted Receptacle	\$17.10	
**** Additional Receptacle	\$ 2.42	
Planter	\$ 4.10	
Clamp On Planter	\$ 4.56	

Company to furnish, own, and maintain decorative poles, fixtures and any necessary circuitry up to 100 feet for the size lamps being used. Additional facilities required by Customer will be provided at a charge to be determined by the Company. These additional charges are subject to change by the Company upon 30 days prior written notice. All facilities furnished by the Company will be standard stocked material. Customer to pay rate plus any additional charges as determined above plus provide all ditching, back-filling, and repaving/seeding/sodding as necessary, and provide, own, and maintain all conduit. Upon termination of this service, the Company shall not be required to remove underground wiring. If the Company provides storage for the fixture, poles and/or the accessories, then an adder of 12.50 % will apply to the rate per light for Gran Ville lights and accessories.

NOTE: NOT AVAILABLE FOR URBAN RESIDENTIAL HOME USE

- " RESTRICTED TO THOSE FIXTURES IN SERVICE ON AUGUST 20, 1990. UPON FAILURE, EXISTING FIXTURES WILL EITHER BE REMOVED FROM SERVICE OR REPLACED WITH AVAILABLE LIGHTING AT THE CUSTOMER'S OPTION.
- \*\*\* FOR EXISTING POLES ONLY
- \*\*\*\* FOR 2 RECEPTACLES ON SAME POLE

### **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
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 41.4 P.S.C. No. 13

P.O.LT.	 
ELECTRIC RATE SCHEDULE P.O. L1. Private Outdoor Lighting	 
Private Outdoor Lighting	

# DUE DATE OF BILL

Payment is due within 10 days from date of bill. Billing for this service to be made a part of bill rendered for other electric service.

# DETERMINATION OF ENERGY CONSUMPTION

The kilowalt-hours will be determined as set forth on Sheet No. 53 of this Tariff.

# TERM OF CONTRACT

For a fixed term of not less than 5 years and for such time thereafter until terminated by either party giving 30 days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial 5-year term will require the Customer to pay to Company its cost of labor to install and remove facilities plus cost of non-salvable material, prorated on the basis of the remaining portion of the 5-year period.

Signed contracts will not be required when the fixture(s) are placed on existing pole with a 120 volt source.

# TERMS AND CONDITIONS

- Service shall be furnished under Company's Terms and Conditions, except as set out herein.
- 2. All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Company. The Company shall be allowed 48 hours after notification by the Customer in which to restore service.
- 3. The Customer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts.
- 4. The Company shall own and maintain all facilities required in providing this service, except as

Date Effective: June 1, 2001 issued By Refiled: July 1, 2004 Date of Issue: July 20, 2004

Michael S. Beer, Vice President Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004 Lexington, Kentucky

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 36.4 т P.O. LT. Standard Rate Private Outdoor Lighting Payment is due within ten (10) days from date of bill. Billing for this service to be made a part Ţ DUE DATE OF BILL of bill rendered for other electric service. DETERMINATION OF ENERGY CONSUMPTION Ŧ The kilowalt-hours will be determined as set forth on Sheet No. 67 of this Tariff. For a fixed term of not less than five (5) years and for such time thereafter until terminated by TERM OF CONTRACT 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 the Customer to pay to Company its cost of labor to install and remove facilities plus cost of non-salvable material, prorated on the basis of the remaining portion of the five-year period. Signed contracts will not be required when the fixture(s) are placed on existing pole with a 120 volt source. 1. Service shall be furnished under Company's Terms and Conditions, except as set out TERMS AND CONDITIONS 2. All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Company. The Company shall be allowed two (2) business days after notification by the Customer in which to restore service. 3. The Customer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouls. 4. The Company shall own and maintain all facilities required in providing this service, except as noted above.

Date of Issue: July 29, 2008

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## **Kentucky Utilities Company**

P.S.C. No. 14, 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

\$0.04782 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
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 ten (10) days from date of bill.

### CONDITIONS OF DELIVERY

- a) 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.
- b) The location of the point of delivery of the energy supplied hereunder and the voltage at which such delivery is effected shall be multually 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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# **Kentucky Utilities Company**

P.S.C. No. 14, 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 to traffic control devices including signals, cameras, or other traffic lights which operate 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.

#### RATE

Customer Charge: \$3.84 per delivery per month

Plus an Energy Charge of: \$0.05848 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
Environmental Cost Recovery Surcharge Sheet No. 87
Franchise Fee Rider Sheet No. 90
School Tax Sheet No. 91

### MINIMUM CHARGE

The Customer Charge.

#### DUE PATE OF BILL

Customer's payment will be due within ten (10) days from date of 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.
- The location of each point of delivery of energy supplied hereunder shall be mulually agreed upon by Company and the customer.
- Traffic lights not operated on an all-day every-day basis will be served under General Service Rate GS.

### TERMS AND CONDITIONS

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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

N

Original Sheet No. 47 P.S.C. No. 13

### CATV - RC

### Cable Television Attachment – Rental Charge

#### APPLICABLE

in all territory served.

### **AVAILABILITY OF SERVICE**

Where a cable television system operator has proper authorization to provide cable television service in a given area (hereinafter "Customer"), the Company is willing to permit the attachments of cables, wires and appliances to its poles where, in Company's judgment, such attachments will not interfere with its electric service requirements and other prior licensees using Company's poles. Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement and an Application and Permit form supplied by Company.

#### **RENTAL CHARGE**

Rental charge of \$2.71 per year for each attachment to pole, subject to annual adjustment as provided below.

### RENTAL CHARGE ADJUSTMENT

The rental charge stated above is subject to change by the Company upon 20 days' written notice to the Customer and the Public Service Commission. Such change will be either an upward or downward adjustment, when conditions arise which materially affect the investment in facilities, or a change in the Company's costs to cover expense of operation, maintenance, depreciation, taxes, insurance and return on investment, in accordance with the Commission's allowance of such expenses and investments. A change in the Rental Charge will not be made more often than once in any 12-month period and will apply to the next semi-annual billing period.

#### BILLING

Rental charges to be billed semi-annually based on the number of pole attachments being maintained on December 1 and June 1. Payment will be due within 10 days from date of bill.

### **TERM OF AGREEMENT**

The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than 1 year, subject to provisions contained in the agreement. At any time thereafter, the Customer may terminate the agreement by giving not less than 6 months' prior written notice. Upon termination of the agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.

### TERMS AND CONDITIONS OF POLE ATTACHMENTS

Pole attachments shall be permitted in accordance with this Rental Schedule. The Company's Terms and Conditions shall be applicable, to the extent they are not in conflict with or inconsistent with the special provisions of this Rental Schedule, Cable Television Attachments Agreement, the Application and Permit form.

Date of Issue: July 20, 2004 Issued By Date Effective: January 1, 1984
Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 40

Standard Rate CTAC
Cable Television Attachment Charges

#### APPLICABLE

In all territory served.

### **AVAILABILITY OF SERVICE**

Where a cable television system operator has proper authorization to provide cable television service in a given area (hereinafter "Customer"), Company is willing to permit the attachments of cables, wires and applicances to its poles where, in Company's judgment, such attachments will not interfere with its electric service requirements and other prior licensees using Company's poles. Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement and an Application and Permit form supplied by Company.

#### RENTAL CHARGE

Rental charge of \$2.71 per year for each attachment to pole, subject to annual adjustment as provided below.

#### RENTAL CHARGE ADJUSTMENT

The rental charge stated above is subject to change by Company upon twenty (20) days' written notice to the Customer and the Public Service Commission. Such change will be either an upward or downward adjustment, when conditions arise which materially affect the investment in facilities, or a change in Company's costs to cover expense of operation, maintenance, depreciation, taxes, insurance and return on investment, in accordance with the Commission's allowance of such expenses and investments. A change in the Rental Charge will not be made more often than once in any 12-month period and will apply to the next semi-annual billing period.

### BILLING

Rental charges to be billed semi-annually based on the number of pole attachments being maintained on December 1 and June 1. Payment will be due within ten (10) days from date of bill.

#### TERM OF AGREEMENT

The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provisions contained in the agreement. At any time thereafter, the Customer may terminate the agreement by giving not less than six (6) months' prior written notice. Upon termination of the agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.

### TERMS AND CONDITIONS OF POLE ATTACHMENTS

Pole attachments shall be permitted in accordance with this Rental Schedule. Company's Terms and Conditions shall be applicable, to the extent they are not in conflict with or inconsistent with the special provisions of this Rental Schedule, Cable Television Attachments Agreement, the Application and Permit form.

Date of Issue: July 29, 2008

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

T

Original Sheet No. 47.1 P.S.C. No. 13

### CATV - RC

### Cable Television Attachment - Rental Charge

Upon written Agreement, the Company is willing to permit, to the extent it may lawfully do so, the attachment of cables, wires and appliances to its poles by a cable television system operator, hereinafter "Customer," where, in its judgment, such use will not interfere with its electric service requirements and other prior licensees using Company's poles, including consideration of economy and safety, in accordance with this rental schedule approved by the Public Service Commission. The Terms and Conditions applicable to such service are as follows:

### 1. ATTACHMENT APPLICATIONS AND PERMITS

Before making attachment to any pole or poles of Company, Customer shall make application and receive a permit therefor on a form to be supplied by Company (KU Form 17-52). The information submitted by Customer with the application for a permit shall consist of drawings and associated descriptive matter which shall be adequate in all detail to enable the Company to thoroughly check the proposed installation of Customer. Before the attachments are made, the permit must be approved by the Company. Customer shall not build separate pole lines along existing facilities of Company and shall not place intermediate poles in spans of Company, unless authorized by Company in writing. Company shall have the right to remove unauthorized Customer attachments at Customer's expense after notice to Customer, in the event a pole attachment count does not correspond to the recorded attachment count, Customer will pay a back rental fee for any excess attachments. The back rental fee will be double the rate otherwise in effect over the time since last pole attachment count and shall be payable on demand.

### 2. PERMITTED ATTACHMENTS

Customer shall be permitted to make only one bolt attachment for one messenger on tangent poles and two bolt attachments for two messengers on corner poles. A maximum of five individual coaxial cables may be supported by any single messenger if these cables are all attached to the messenger by suitable lashings or bindings, and so that the maximum overall dimension of the resulting cable bundle does not exceed two inches. Any messenger attachment other than to tengent poles must be properly braced with guys and anchors provided by Customer to the satisfaction of the Company. The use of existing Company anchors for this purpose must be specifically authorized in writing, subject to additional charge, and will not ordinarily be permitted. The use of crossams or brackets shall not be permitted. In addition to messenger attachments. Customer will be permitted one Customer amplifier installation per pole and four service drops to be tapped on cable messenger strand and not on pole. Customer power supply installations shall be permitted, but only at pole locations specifically approved by the Company. Any or all of the above are considered one attachment for billing purposes. Any additional attachments desired by Customer will be considered on an individual basis by the Company, and as a separate attachment application.

#### 3. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Customer's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical

Date of Issue: July 20, 2004 Issued By Date Effective: January 1, 1984

Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

### Kentucky Utilities Company

P.S.C. No. 14. Original Sheet No. 40.1

CTAC Standard Rate Cable Television Attachment Charges

Upon written Agreement, Company is willing to permit, to the extent it may lawfully do so, the attachment of cables, wires and appliances to its poles by a cable television system operator, hereinafter "Customer," where, in its judgment, such use will not interfere with its electric service requirements and other prior licensees using Company's poles, including consideration of economy and safety, in accordance with this rental schedule approved by the Public Service Commission. The Terms and Conditions applicable to such service are as follows:

### 1. ATTACHMENT APPLICATIONS AND PERMITS

Before making attachment to any pole or poles of Company, Customer shall make application and receive a permit therefore on a form to be supplied by Company (KU Form 17-52). The information submitted by Customer with the application for a permit shall consist of drawings and associated descriptive matter which shall be adequate in all detail to enable Company to thoroughly check the proposed installation of Customer. Before the attachments are made, the permit must be approved by Company. Customer shall not build separate pole lines along existing facilities of Company and shall not place intermediate poles in spans of Company. unless authorized by Company in writing. Company shall have the right to remove unauthorized Customer attachments at Customer's expense after notice to Customer. In the event a pole attachment count does not correspond to the recorded attachment count, Customer will pay a back rental fee for any excess attachments. The back rental fee will be double the rate otherwise in effect over the time since last pole attachment count and shall be payable on demand.

#### 2. PERMITTED ATTACHMENTS

Customer shall be permitted to make only one bolt attachment for one messenger on tangent poles and two bolt attachments for two messengers on corner poles. A maximum of five individual coaxial cables may be supported by any single messenger if these cables are all attached to the messenger by suitable lashings or bindings, and so that the maximum overall dimension of the resulting cable bundle does not exceed two (2) inches. Any messenger attachment other than to langent poles must be properly braced with guys and anchors provided by Customer to the satisfaction of Company. The use of existing Company anchors for this purpose must be specifically authorized in writing, subject to additional charge, and will not ordinarily be permitted. The use of crossarms or brackets shall not be permitted. In addition to messenger attachments, Customer will be permitted one Customer amplifier installation per pole and four service drops to be tapped on cable messenger strand and not on pole. Customer power supply installations shall be permitted, but only at pole locations specifically approved by Company. Any or all of the above are considered one attachment for billing purposes. Any additional attachments desired by Customer will be considered on an individual basis by Company, and as a separate attachment application.

### 3. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

Customer's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical

Date of Issue: July 29, 2008

Date Effective: January 1, 1984 Refiled: July 29, 2008

Original Sheet No. 47.2 P.S.C. No. 13

# CATV - RC

# Cable Television Attachment - Rental Charge

Safety Code, current edition, and Company's construction practices, or any amendments or revisions of said Code and in compliance with any rules or orders now in effect or that hereinafter may be issued by the Public Service Commission of Kentucky, or other authority having jurisdiction. In the event any of Customer's construction does not meet any of the foregoing requirements, Customer will correct same in fifteen work days after written notification. Company may make corrections and bill Customer for total costs incurred, if not corrected by Customer.

# 4. MAINTENANCE OF ATTACHMENTS

Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Company and so as not to conflict with the use of said poles by Company, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working use of facilities thereon or which may, from time to time, be placed thereon. Customer shall promptly at any time, at its own expense, upon written notice from Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Company but in no case longer than two months after date of written request. In cases of emergency, however, Company may arrange to relocate, replace or renew the facilities placed on said poles by Customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Company, or its other licensees, and Customer shall, on demand, reimburse Company for the expense thereby incurred.

# 5. COSTS ASSOCIATED WITH ATTACHMENTS

in the event that any pole or poles of Company to which Customer desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, Company will indicate on the application and permit form (KU Form 17-52) the changes necessary to provide adequate poles and the estimated cost thereof to Customer and return the form to Customer. If Customer still desires to make the attachments, and returns the form to Company marked to so indicate, Company will replace such inadequate poles with suitable poles and Customer will, on demand, reimburse Company for the total cost of pole replacement necessary to accommodate Customer attachments, less the salvage value of any pole that is removed, and the expense of transferring Company's facilities from the old to the new poles. Where Customer desired attachments can be accommodated on pre-sent poles of Company by rearranging Company's facilities thereon, Customer will compensate Company for the full expense incurred in completing such rearrangements, within ten days after receipt of Company's invoice for such expense. Customer will also, on demand, reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. In the event Customer makes an unauthorized attachment which necessitates rearrangements when discovered, then Customer shall pay on demand twice the expense incurred in completing such rearrangements.

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Michael S. Beer, Vice President Lexington, Kentucky issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 40.2

CTAC Standard Rate Cable Television Attachment Charges

Safety Code, current edition, and Company's construction practices, or any amendments or revisions of said Code and in compliance with any rules or orders now in effect or that hereinafter may be issued by the Public Service Commission of Kentucky, or other authority having jurisdiction. In the event any of Customer's construction does not meet any of the foregoing requirements, Customer will correct same in lifteen work days after written notification. Company may make corrections and bill Customer for total costs incurred, if not corrected by Customer.

# 4. MAINTENANCE OF ATTACHMENTS

Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Company and so as not to conflict with the use of said poles by Company, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working use of facilities thereon or which may, from time to time, be placed thereon. Customer shall promptly at any time, at its own expense, upon written notice from Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Company but in no case longer than two months after date of written request. In cases of emergency, however, Company may arrange to relocate, replace or renew the facilities placed on said poles by Customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Company, or its other licensees, and Customer shall, on demand, reimburse Company for the expense thereby incurred.

# 5. COSTS ASSOCIATED WITH ATTACHMENTS

In the event that any pole or poles of Company to which Customer desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications. Company will indicate on the application and permit form (KU Form 17-52) the changes necessary to provide adequate poles and the estimated cost thereof to Customer and return the form to Customer. If Customer still desires to make the attachments, and returns the form to Company marked to so indicate, Company will replace such inadequate poles with suitable poles and Customer will, on demand, reimburse Company for the total cost of pole replacement necessary to accommodate Customer attachments, less the salvage value of any pole that is removed, and the expense of transferring Company's facilities from the old to the new poles. Where Customer desired attachments can be accommodated on pre-sent poles of Company by rearranging Company's facilities thereon, Customer will compensate Company for the full expense incurred in completing such rearrangements, within ten days after receipt of Company's invoice for such expense. Customer will also, on demand, reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. In the event Customer makes an unauthorized attachment which necessitates rearrangements when discovered, then Customer shall pay on demand twice the expense incurred in completing such rearrangements.

Date of Issue: July 29, 2008

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 47.3 P.S.C. No. 13

### CATV - RC

# Cable Television Attachment - Rental Charge

# 6. MAINTENANCE AND OPERATION OF COMPANY'S FACILITIES

Company reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its electric service requirements, but in accordance with the specifications herein before referred to. Company shall not be liable to Customer for any interruption to service to Customer's subscribers or for interference with the operation of the cables, wires and appliances of Customer arising in any manner out of the use of Company's poles hereunder.

# 7. FRANCHISES AND EASEMENTS

Customer shall submit to Company evidence, satisfactory to Company, of Customer's authority to erect and maintain Customer's facilities within public streets, highways and other thoroughfares within the above described territory which is to be served and shall secure any necessary consent by way of franchise or other satisfactory license, permit or authority, acceptable to Company from State, County or municipal authorities or from the owners of property where necessary to construct and maintain facilities at the locations of poles of Company which it desires to use. Customer must secure its own easement rights on private property. Customer must, regardless of authority received or franchises given by governmental agencies, conform to all requirements of Terms and Conditions with regard to Company's property. Company's approval of attachments shall not constitute any representation or warranty by Company to Customer regarding Customer's right to occupy or use any public or private right-of-way.

# 8. INSPECTION OF FACILITIES

Company reserves the right to inspect each new installation of Customer on its poles and in the vicinity of its lines or appliances and to make periodic inspections, every two (2) years or more often as plant conditions warrant of the entire plant of Customer. Such inspections, made or not, shall not operate to relieve Customer of any responsibility, obligation or liability.

### 9. RENTALS

Customer shall pay to Company an annual rental charge per attachment in accordance with the Rental Schedule from time to time in effect, as approved by the Public Service Commission for each year from the 1st of January of each respective year to the following December 31 provided, however, that should the Agreement be terminated in accordance with the terms of the said Agreement at any time after January I of any year and prior to December 31 of that year, the annual rentals will be prorated from January 1 to the date of such termination. The rental payments herein provided for shall be made on a semi-annual basis upon the number of poles on which attachments are being maintained on the 1st day of December and the 1st day of June, respectively. This rental charge is subject to change in accordance with the Rental Schedule from time to time in effect, as approved by the Public Service Commission or applicable regulations or statutes.

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Michael S. Beer, Vice President Lexinaton, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 40.3

CTAC Standard Rate Cable Television Attachment Charges

# 6. MAINTENANCE AND OPERATION OF COMPANY'S FACILITIES

Company reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its electric service requirements, but in accordance with the specifications herein before referred to. Company shall not be liable to Customer for any interruption to service to Customer's subscribers or for interference with the operation of the cables, wires and appliances of Customer arising in any manner out of the use of Company's poles hereunder.

# 7. FRANCHISES AND EASEMENTS

Customer shall submit to Company evidence, satisfactory to Company, of Customer's authority to erect and maintain Customer's facilities within public streets, highways and other thoroughfares within the above described territory which is to be served and shall secure any necessary consent by way of franchise or other satisfactory license, permit or authority, acceptable to Company from State, County or municipal authorities or from the owners of property where necessary to construct and maintain facilities at the locations of poles of Company which it desires to use. Customer must secure its own easement rights on private property. Customer must, regardless of authority received or franchises given by governmental agencies, conform to all requirements of Terms and Conditions with regard to Company's property. Company's approval of attachments shall not constitute any representation or warranty by Company to Customer regarding Customer's right to occupy or use any public or private right-of-way.

# 8. INSPECTION OF FACILITIES

Company reserves the right to inspect each new installation of Customer on its poles and in the vicinity of its lines or appliances and to make penodic inspections, every two (2) years or more often as plant conditions warrant of the entire plant of Customer. Such inspections, made or not, shall not operate to relieve Customer of any responsibility, obligation or liability.

# 9. RENTALS

Customer shall pay to Company an annual rental charge per attachment in accordance with the Rental Schedule from time to time in effect, as approved by the Public Service Commission for each year from the 1st of January of each respective year to the following December 31 provided, however, that should the Agreement be terminated in accordance with the terms of the said Agreement at any time after January 1 of any year and prior to December 31 of that year, the annual rentals will be prorated from January 1 to the date of such termination. The rental payments herein provided for shall be made on a semi-annual basis upon the number of poles on which attachments are being maintained on the 1st day of December and the 1st day of June, respectively. This rental charge is subject to change in accordance with the Rental Schedule from time to time in effect, as approved by the Public Service Commission or applicable regulations or stalutes.

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issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 47.4 P.S.C. No. 13

### CATV - RC

### Cable Television Attachment - Rental Charge

### 10. PRECAUTIONS TO AVOID FACILITY DAMAGE

Customer shall exercise precautions to avoid damage to facilities of Company and of others supported on said poles; and shall assume all responsibility for any and all loss for such damage cause by it. Customer shall make an immediate report to Company of the occurrence of any damage and shall reimburse Company for the expense incurred in making repairs.

#### 11. INDEMNITIES AND INSURANCE

Customer shall defend, indemnify and save harmless Company from any and 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 and payment of any settlement or judgment therefor, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by Company itself or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of Customer, its employees, agents, or other representatives or from their presence on the premises of the Company, either solely or in concurrence with any alleged joint negligence of Company.

Customer shall provide and maintain in an Insurance Company(s) authorized to do business in the Commonwealth of Kentucky, the following:

- (a) Insurance protection for Customer employees to the extent required by the Workmen's Compensation Law of Kentucky and, where same is not applicable or if necessary to provide a defense for Company, Employer's Liability Protection (covering both Company and Customer) for Customer employees for no less than \$100,000.00 per employee.
- (b) Public Liability and Business Liability insurance with a minimum limit of \$500,000.00 for each person injured and with a minimum total limit of \$1,000,000.00 for each accident and a minimum limit of \$100,000.00 for property damage for each accident.
- (c) Public Liability and Property Damage insurance on all automotive equipment used by Customer on job to the extent of the amounts for Public Liability and Property Damage insurance set out in the preceding Paragraph (b).
- (d) in the event that work covered by the Agreement includes work to be done in places or areas where the Maritime Laws are in effect, then and in that event additional insurance protection to the limits in Paragraph (b) above for liability arising out of said Maritime Laws.
- (e) In the event the work covers fixed wing aircraft, rotor lift, lighter than air aircraft or any other form of aircraft, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b).

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Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

### **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 40.4

Standard Rate CTAC
Cable Television Attachment Charges

### 10. PRECAUTIONS TO AVOID FACILITY DAMAGE

Customer shall exercise precautions to avoid damage to facilities of Company and of others supported on said poles; and shall assume all responsibility for any and all loss for such damage cause by it. Customer shall make an immediate report to Company of the occurrence of any damage and shall reimburse Company for the expense incurred in making repairs.

#### 11. INDEMNITIES AND INSURANCE

Customer shall defend, indemnify and save harmless Company from any and all demage, loss, claim, demand, sult, liability, penalty or forfeiture of every kind and nature-including but not limited to costs and expenses of defending against the same and payment of any settlement or ludgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by Company it-self or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of Customer, its employees, agents, or other representatives or from their presence on the premises of Company, either solely or in concurrence with any alleged joint negligence of Company.

Customer shall provide and maintain in an insurance Company(s) authorized to do business in the Commonwealth of Kentucky, the following:

- (a) Insurance protection for Customer employees to the extent required by the Workmen's Compensation Law of Kentucky and, where same is not applicable or if necessary to provide a defense for Company, Employee's Liability Protection (covering both Company and Customer) for Customer employees for no less than \$100,000.00 per employee.
- (b) Public Liability and Business Liability insurance with a minimum limit of \$500,000.00 for each person injured and with a minimum total limit of \$1,000,000.00 for each accident and a minimum limit of \$100,000.00 for property damage for each accident.
- (c) Public Liability and Property Damage insurance on all automotive equipment used by Customer on job to the extent of the amounts for Public Liability and Property Damage insurance set out in the preceding Paragraph (b).
- (d) In the event that work covered by the Agreement includes work to be done in places or areas where the Maritime Laws are in effect, then and in that event additional insurance protection to the limits in Paragraph (b) above for liability arising out of said Maritime Laws.
- (e) In the event the work covers fixed wing aircraft, rotor lift, lighter than air aircraft or any other form of aircraft, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b).

Date of Issue: July 29, 2008

Date Effective: January 1, 1984 Refiled: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 47.5 P.S.C. No. 13

### CATV - RC

# Cable Television Attachment - Rental Charge

(f) In the event the work covers blasting, explosives or operations underground, in trenches or other excavations, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b), together with products hazard and completed operations insurance where applicable, affording protection to the limits above prescribed. Customer's liability insurance shall be written to eliminate XCU exclusions Said insurance is to be kept in force for not less than one year after cancellation of the Agreement.

Before starting work, Customer shall furnish to Company a certificate(s) of insurance satisfactory to Company, evidencing the existence of the insurance required by the above provisions, and this insurance may not be canceled for any cause without sixty (60) days advance written notice being first given the Company; provided, that failure of Company to require Customer to furnish any such certificate(s) shall not constitute a waiver by Company of Customer's obligation to maintain insurance as provided herein.

Each policy required hereunder shall contain a contractual endorsement written as follows: The insurance provided herein shall also be for the benefit of Kentucky Utilities Company so as to guarantee, within the policy limits, the performance by the named insured of the indermity provisions of the Cable Television Attachment Agreement between the named insured and Kentucky Utilities Company. This insurance may not be canceled for any cause without sixty (60) days advance written notice being first given to Kentucky Utilities Company."

# 12. ATTACHMENT REMOVAL AND NOTICES

Customer may at any time voluntarily remove its attachments from any pole or poles of Company, but shall immediately give Company written notice of such removal on a form to be supplied by Company (KU Form 17-53). No refund of any rental will be due on account of such voluntary removal.

### 13. FORBIDDEN USE OF POLES

Prior to Customer's initial attachment, Company reserves the right due to engineering design requirements to refuse use by Customer of certain or specific poles or structures (such as normal transmission routes). Upon notice from Company to Customer that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit covering the use of such pole or poles shall immediately terminate and Customer shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

### 14. NON-COMPLIANCE

If Customer shall fail to comply with any of the provisions of these Rules and Regulations or Terms and Conditions or default in any of its obligations under these Rules and Regulations or Terms and Conditions and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, Company may, at its option, forthwith terminate the Agreement or the permit covering the poles as to which such default or non-compliance shall

Date Effective: January 1, 1984 Date of Issue: July 20, 2004 Issued By Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 40.5

CTAC Standard Rate Cable Television Attachment Charges

(f) In the event the work covers blasting, explosives or operations underground, in trenches or other excavations, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b), together with products hazard and completed operations insurance where applicable, affording protection to the limits above prescribed. Customer's liability insurance shall be written to eliminate XCU exclusions. Said insurance is to be kept in force for not less than one year after cancellation of the Agreement.

Before starting work. Customer shall furnish to Company a certificate(s) of insurance satisfactory to Company, evidencing the existence of the insurance required by the above provisions, and this insurance may not be canceled for any cause without sixty (60) days advance written notice being first given Company; provided, that failure of Company to require Customer to furnish any such certificate(s) shall not constitute a waiver by Company of Customer's obligation to maintain insurance as provided herein.

Each policy required hereunder shall contain a contractual endorsement written as follows: "The insurance provided herein shall also be for the benefit of Kentucky Utilities Company so as to guarantee, within the policy limits, the performance by the named insured of the indemnity provisions of the Cable Television Attachment Agreement between the named insured and Kentucky Utilities Company. This insurance may not be canceled for any cause without sixty (60) days advance written notice being first given to Kentucky Utilities Company."

## 12. ATTACHMENT REMOVAL AND NOTICES

Customer may at any time voluntarily remove its attachments from any pole or poles of Company, but shall immediately give Company written notice of such removal on a form to be supplied by Company (KU Form 17-53). No refund of any rental will be due on account of such voluntary removal.

# 13. FORBIDDEN USE OF POLES

Prior to Customer's initial attachment, Company reserves the right due to engineering design requirements to refuse use by Customer of certain or specific poles or structures (such as normal transmission routes). Upon notice from Company to Customer that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit covering the use of such pole or poles shall immediately terminate and Customer shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

### 14. NON-COMPLIANCE

If Customer shall fail to comply with any of the provisions of these Rules and Regulations or Terms and Conditions or default in any of its obligations under these Rules and Regulations or Terms and Conditions and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, Company may, at its option, forthwith terminate the Agreement or the permit covering the poles as to which such default or non-

Date of Issue: July 29, 2008

Date Effective: January 1, 1984 Refiled: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 47.6 P.S.C. No. 13

### CATV - RC

# Cable Television Attachment – Rental Charge

have occurred, by giving written notice to Customer of said termination. No refund of any rental will be due on account of such termination.

# 15. BILLING

Bills for expenses and other charges under the Agreement shall be payable within ten days after presentation. Non-payment of bills shall constitute a default of the Agreement.

# 16. WAIVERS

Failure to enforce or insist upon compliance with any of these Rules and Regulations or Terms and Conditions or the Agreement shall not constitute a general waiver or relinquishment thereof, but the same shall be and remain at all times in full force and effect.

# 17. USE OF COMPANY'S FACILITIES BY OTHERS

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Company, by contract or otherwise, to others, not parties to the Agreement, to use any poles covered by the Agreement; and Company shall have the right to continue and to extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

### 18. ASSIGNMENT

Customer shall not assign, transfer or sublet the privileges hereby granted and/or provided in the Agreement without the prior consent in writing of Company.

# 19. PROPERTY RIGHTS

No use, however extended, of Company poles under the Agreement shall create or vest in Customer any ownership or property rights in said poles, but Customer shall be and remain a customer only. Nothing herein contained shall be construed to compel Company to maintain any of said poles for a period longer than demanded by its electric service requirements.

# 20. FAILURE TO PROCEED

Customer agrees to proceed as expeditiously as practical with the work of providing the television cable service to the area described in the Agreement. Within ninety (90) days from the date of the Agreement, Customer shall make progress reasonably satisfactory to Company in the installation of its facilities or shall demonstrate, to the reasonable satisfaction of Company, its ability to proceed expeditiously.

Date Effective: January 1, 1984 issued By Date of Issue: July 20, 2004 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 40.6

Standard Rate

CTAC Cable Television Attachment Charges

compliance shall have occurred, by giving written notice to Customer of said termination. No refund of any rental will be due on account of such termination.

#### 15. BILLING

Bills for expenses and other charges under the Agreement shall be payable within ten (10) days after presentation. Non-payment of bills shall constitute a default of the Agreement.

### 16. WAIVERS

Failure to enforce or insist upon compliance with any of these Rules and Regulations or Terms and Conditions or the Agreement shall not constitute a general waiver or relinquishment thereof, but the same shall be and remain at all times in full force and effect.

# 17. USE OF COMPANY'S FACILITIES BY OTHERS

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Company, by contract or otherwise, to others, not parties to the Agreement, to use any poles covered by the Agreement; and Company shall have the right to continue and to extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

### 18. ASSIGNMENT

Customer shall not assign, transfer or sublet the privileges hereby granted and/or provided in the Agreement without the prior consent in writing of Company.

# 19. PROPERTY RIGHTS

No use, however extended, of Company poles under the Agreement shall create or vest in Customer any ownership or property rights in said poles, but Customer shall be and remain a customer only. Nothing herein contained shall be construed to compel Company to maintain any of said poles for a period longer than demanded by its electric service requirements.

# 20. FAILURE TO PROCEED

Customer agrees to proceed as expeditiously as practical with the work of providing the television cable service to the area described in the Agreement. Within ninety (90) days from the date of the Agreement, Customer shall make progress reasonably satisfactory to Company in the installation of its facilities or shall demonstrate, to the reasonable satisfaction of Company, its ability to proceed expeditiously.

Date of Issue: July 29, 2008

Refiled: July 29, 2008 Date Effective: January 1, 1984

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 47.7 P.S.C. No. 13

#### CATV - RC

## Cable Television Attachment - Rental Charge

#### 21. TERMINATION

Upon termination of the Agreement in accordance with any of its terms, Customer shall immediately remove its cables, wires and appliances from all poles of Company. If not removed, Company shall have the right to remove them at the cost and expense of Customer.

#### 22. SECURITY

Customer shall furnish bond for the purposes heremafter specified as follows:

- (a) during the period of Customer's initial installation of its facilities 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 Customer intends to attach its facilities;
- (b) following the satisfactory completion of Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);
- (c) after Customer has been a customer of Company pursuant to the Agreement and is not in default thereunder for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof).
- (d) such bond shall contain the provision that it shall not be terminated prior to six (6) months' after receipt by the Company of written notice of the desire of the bonding or insurance company to terminate such bond. This six (6) months' termination clause may be waived by Company if an acceptable replacement bond is received before the six (6) months has ended. Upon receipt of such termination notice, the Company shall request Customer to immediately remove its cables, wires and all other facilities from all poles of Company. If Customer should fail to complete the removal of all of its facilities from the poles of Company within thirty (30) days after receipt of such request from Company, then Company shall have the right to remove them at the cost and expense of Customer and without being liable for any damage to Customer's wires, cables, fixtures or appurtenances. Such bond shall guarantee the payment of any sums which may become due to Company for rentals, inspections or work performed for the benefit of Customer under the Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.
- e) Company in its sole discretion may agree in writing to accept other collateral (such as a cash deposit or an irrevocable bank letter of credit) in substitution for the bond required by, and subject to the other requirements of, this Section 22.

## 23. NOTICES

Any notice, or request, required by these Rules and Regulations or Terms and Conditions or the Agreement shall be deemed properly given if mailed, postage pre-paid, to the Senior Vice President in charge of Operations, Kentucky Utilities Company, One Quality Street, Lexington.

Date of Issue: July 20, 2004 Issued By Date Effective: January 1, 1984 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 40.7

Standard Rate CTAC
Cable Television Attachment Charges

#### 21 TERMINATION

Upon termination of the Agreement in accordance with any of its terms, Customer shall immediately remove its cables, wires and appliances from all poles of Company. If not removed, Company shall have the right to remove them at the cost and expense of Customer.

#### 22. SECURITY

Customer shall furnish bond for the purposes hereinafter specified as follows:

- (a) during the period of Customer's initial installation of its facilities and at the time of any
  expansion involving more than seventy-five (75) poles, a bond in the amount of \$2,000 for
  each 100 poles (or fraction thereof) to which Customer intends to attach its facilities;
- (b) following the satisfactory completion of Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);
- (c) after Customer has been a customer of Company pursuant to the Agreement and is not in default thereunder for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof).
- (d) such bond shall contain the provision that it shall not be terminated prior to six (6) months' after receipt by Company of written notice of the desire of the bonding or insurance company to terminate such bond. This six (6) months' termination clause may be waived by Company if an acceptable replacement bond is received before the six (6) months has ended. Upon receipt of such termination notice, Company shall request Customer to immediately remove its cables, wires and all other facilities from all poles of Company. If Customer should fail to complete the removal of all of its facilities from the poles of Company within thirty (30) days after receipt of such request from Company, then Company shall have the right to remove them at the cost and expense of Customer and without being liable for any damage to Customer's wires, cables, fixtures or appurtenances. Such bond shall guarantee the payment of any sums which may become due to Company for rentals, inspections or work performed for the benefit of Customer under the Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.
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Date of Issue: July 29, 2008

Date Effective: January 1, 1984 Refiled: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 47.8 P.S.C. No. 13

#### CATV - RC

## Cable Television Attachment - Rental Charge

Kentucky, in the case of Company; or, in the case of the Customer, to its representative designated in the Agreement. The designation of the person to be notified, and/or his address may be changed by Company or Customer at any time, or from time to time, by similar notice.

#### 24. ADJUSTMENTS

Nothing contained herein or in any Agreement shall be construed as affecting in any way the right of Company, and Company shall at all times have the right, to unilaterally file with the Public Service Commission a change in rental charges for attachments to poles, other charges as provided for, any rule, regulation, condition or any other change required. Such change or changes to become effective upon approval of the Commission or applicable regulations or statutes, and shall constitute an amendment to the Agreement.

#### 25. TERM OF AGREEMENT

The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provision contained in the Agreement. At any time thereafter, the Customer may terminate the Agreement by giving not less than six (6) months prior written notice. Upon termination of the Agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.

#### 26. BINDING EFFECT

Subject to the provisions of Section 18 hereof, the Agreement and these Rules and Regulations or Terms and Conditions shall extend to and bind the successors and assigns of the parties hereto.

Date of Issue: July 20, 2004

issued By

Date Effective: January 1, 1984 Refiled: July 20, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 40.8

Standard Rate CTAC
Cable Television Attachment Charges

Kentucky, in the case of Company; or, in the case of the Customer, to its representative designated in the Agreement. The designation of the person to be notified, and/or his address may be changed by Company or Customer at any time, or from time to time, by similar notice.

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#### 25. TERM OF AGREEMENT

The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provision contained in the Agreement. At any time thereafter, the Customer may terminate the Agreement by giving not less than six (6) months prior written notice. Upon termination of the Agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.

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Date of Issue: July 29, 2008

Date Effective: January 1, 1984 Refiled: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 49 P.S.C. No. 13

## Special Charges

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

## RETURNED PAYMENT CHARGE

In those instances where a Customer renders payment to the Company which is not honored upon deposit by the Company, the Customer will be charged \$9.00 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 was not more than two percent fast, the Customer will be charged \$31.40 to cover the test and transportation costs.

## DISCONNECTING AND RECONNECTING SERVICE CHARGE

A charge of \$20.00 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of the Company's rules and regulations, 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 15, Winter Hardship Reconnection.

Residential and general service customers may request and be granted a temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$20.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected.

Date Effective: With Service Rendered issued By Date of Issue: July 20, 2004

On and After July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## Kentucky Utilities Company

P.S.C. No. 14, 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 meet 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 18, and the results show the meter was not more than two percent fast, the customer will be charged \$60.00 to cover the test and transportation

## DISCONNECTING AND RECONNECTING SERVICE CHARGE

A charge of \$25.00 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 15, 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 \$25.00 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 \$9.00 per month will be made to those data pulses. Time pulses will not be supplied.

## METER DATA PROCESSING CHARGE

A charge of \$2.75 per report will be made to cover the cost of processing, generating, and providing recorder metered customer with profile reports.

Date of Issue: July 29, 2008

Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 50 P.S.C. No. 13

#### CSR1

## Curtailable Service Rider 1

#### APPLICABLE

in all territory served.

#### AVAILABILITY OF SERVICE

This rider is restricted to those customers receiving service under the provisions of the preceding CSR rider, P.S.C. No. 12, Original Sheet No. 11A, as of the execution date of the Settlement Agreement in P.S.C. Case No. 2003-00434, May 12, 2004.

## CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed two hundred and fifty (250) 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 unlimited requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- a) Customer shall contract for a given amount of firm demand, and the curtailable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of noncompliance.
- b) Customer shall contract for a given amount of curtailable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of noncompliance.
- c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's

Date Effective: With Service Rendered Issued By Date of Issue: July 20, 2004 On and After July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 50

CSR1 Standard Rate Rider Curtallable Service Rider 1

#### APPLICABLE

In all territory served.

## AVAILABILITY OF SERVICE

This rider is restricted to those customers receiving service under the provisions of the preceding CSR rider, P.S.C. No. 13, Original Sheet No. 50, as of the execution date of the Settlement Agreement in P.S.C. Case No. 2003-00434, May 12, 2004.

## CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed two hundred and fifty (250) 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 unlimited requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- a) Customer shall contract for a given amount of firm demand, and the curtailable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- b) Customer shall contract for a given amount of curtailable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.
- c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 50.1 P.S.C. No. 13

#### CSR1

#### Curtallable Service Rider 1

intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of at or b) above.

d) In those months in which the Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

#### RATE

Customer will receive a credit against the applicable power schedule for curtailable KW, as determined in the preceding paragraph, times the applicable credit. Customers will be charged for the portion of each requested curtailment not met at the applicable charge.

	Primary	Transmission
Demand Credit of:	\$ 3.20 per KW	\$ 3.10 per KW
Non-Compliance Charge of:	\$16,00 per KW	\$16.00 per KW

Failure of Customer to curtail when requested to do so may result in termination of service under this rider

#### TERM OF CONTRACT

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

#### **TERMS AND CONDITIONS**

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

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 50.1

Standard Rate Rider CSR1

Curtailable Service Rider 1

intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above.

d) In those months in which Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

#### RATE

Customer will receive a credit against the applicable power schedule for curtailable kW, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.

	Primary	Transmission
Demand Credit of:	\$ 3.20 per kW	\$ 3.10 per kW
Non-Compliance Charge of:	\$16.00 per kW	\$16.00 per kW

Failure of Customer to curtail when requested to do so 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 necessary by the size of the load or other conditions.

#### **TERMS AND CONDITIONS**

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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 51 P.S.C. No. 13

## CSR2 **ELECTRIC RIDER** Curtailable Service Rider 2

### APPLICABLE

In all territory served.

## AVAILABILITY OF SERVICE

This rider shall be made available to any customer served under the applicable power schedules who contracts for not less than 1,000 killowalts of their total requirements to be subject to curtailment upon notification by the Company.

## CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by the Company. Requests for curtailment shall not exceed five hundred (500) 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 unlimited requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than ten (10) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following two ways:

- a) The customer shall contract for a given amount of firm demand, and the curtailable load shall be the Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, the customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- b) The customer shall contract for a given amount of curtailable load by which the customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, the Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of non-compliance.
- c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price

Date Effective: With Service Rendered Issued By Date of Issue: July 20, 2004 On and After July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 51

	CSR2
Standard Rate Rider	
<u> </u>	Curtaliable Service Rider 2

#### APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE This rider shall be made available to any customer served under the applicable power schedules who contracts for not less than 1,000 kilowatts of their total requirements to be subject to curtailment upon notification by 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 five hundred (500) 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 unlimited requests for curtailment per calendar day within these parameters. Company may request or cancel a curtailment at any time during an hour, but shall give no less than ten (10) minutes notice when either requesting or canceling a

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- c) At the time of a request for curtailment, Company shall give Customer an option of purchasing a block of power as is required to meet the curtailment request. Company shall give Customer a price

Date of Issue: July 29, 2008

Original Sheet No. 51.1 P.S.C. No. 13

# ELECTRIC RIDER CSR2 Curtailable Service Rider 2

for such power, based on existing market conditions, at the time of the curtailment request. Customer must state agreement to the purchase of power, if that is Customer's intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above. This option to "buy-thru" will be available to the customer only after customer has been served under CSR2 for three (3) years with no non-compliances.

d) In those months in which the Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtallable demand, b) above.

#### RATE

Customer will receive a credit against the applicable power schedule for curtailable KW, as determined in the preceding paragraph, times the applicable credit. Customers will be charged for the portion of each requested curtailment not met at the applicable charge.

	Primary	Transmission
Demand Credit of:	\$ 4.19 per KW	\$ 4.09 per KW
Non-Compliance Charge of:	\$16.00 per KW	\$16.00 per KW

Failure of Customer to curtail when requested to do so may result in termination of service under this rider

#### TERM OF CONTRACT

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

#### **TERMS AND CONDITIONS**

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

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 51.1

Standard Rate Rider CSR2

Curtallable Service Rider 2

for such power, based on existing market conditions, at the time of the curtaliment request. Customer must state agreement to the purchase of power, if that is Customer's intention, and the block of power to be purchased shall be specified by Customer at the time Company makes the request for curtailment. Should Customer elect to purchase the block of power, Customer will pay for that power whether consumed by Customer or not. Should the block of power not be sufficient to meet the curtailment request, any deficiency shall be considered the measure of non-compliance. Should purchase power not be available from the market, Customer is obligated to meet the compliance provisions of a) or b) above. This option to "buy-thru" will be available to the customer only after customer has been served under CSR2 for three (3) years with no non-compliances.

d) In those months in which Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

#### RATE

Customer will receive a credit against the applicable power schedule for curtailable kW, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.

	Primary	Transmission
Demand Credit of:	\$ 4.19 per kW	\$ 4.09 per kW
Non-Compliance Charge of:	\$16.00 per kW	\$16.00 per kW

Failure of Customer to curtail when requested to do so 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 necessary by the size of the load or other conditions.

## **TERMS AND CONDITIONS**

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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 52 P.S.C. No. 13

#### CSR3

#### Curtailable Service Rider 3

#### **APPLICABLE**

In all territory served.

#### AVAILABILITY OF SERVICE

This rider is restricted to those customers receiving service under the provisions of the LI-TOD.

#### CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed two hundred (200) hours per year in the year beginning April 1, 2004, nor one hundred (100) hours in any continuously succeeding 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 unlimited requests for curtailment per calendar day within these parameters. Requests for curtailment are limited to the On-Peak penods specified under Rating Periods in the LI-TOD rate schedule. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- a) Customer shall contract for a given amount of firm demand, and the curtailable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of non-compliance.
- b) Customer shall contract for a given amount of curtailable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of noncompliance.
- c) In those months in which the Company does not request load curtailment, the customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 52

Standard Rate Rider CSR3
Curtailable Service Rider 3

#### APPLICABLE

In all territory served.

#### AVAILABILITY OF SERVICE

This rider is restricted to those customers receiving service under the provisions of Rate IS – Industrial Service and on service as of the effective date when this schedule is approved by the Public Service Commission.

#### CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed one hundred (100) hours in any continuous 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 unlimited requests for curtailment per calendar day within these parameters. Requests for curtailment are limited to the On-Peak periods specified under Raling Periods in the IS rate schedule. Company may request or cancel a curtailment at any time during an hour, but shall give no less than twenty (20) minutes notice when either requesting or canceling a curtailment.

Compliance with a request for curtailment shall be measured in one of the following ways:

- a) Customer shall contract for a given amount of firm demand, and the curtailable load shall be Customer's monthly billing demand in excess of the firm contract. During a request for curtailment, Customer shall reduce its demand to the firm demand designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not less than the contracted firm demand, in the billing period shall be the curtailable demand on which the monthly credit is based. The demand in excess of the firm load during each requested curtailment in the billing period shall be the measure of noncompliance.
- b) Customer shall contract for a given amount of curtailable load by which Customer shall agree to reduce its demand from the monthly maximum demand. During a request for curtailment, Customer shall reduce its demand to a level equal to the maximum monthly demand less the curtailable load designated in the contract. The difference in the maximum demand in the billing month and the maximum demand in any requested curtailment period, but not more than the contracted curtailable load, in the billing period shall be the curtailable demand on which the monthly credit is based. The difference in contracted curtailable load and the actual curtailed load during each requested curtailment in the billing period shall be the measure of noncompliance.

In those months in which Company does not request load curtailment, Customer will receive a credit based on either the difference in the monthly billing demand and the contracted firm demand, a) above, or the contracted curtailable demand, b) above.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 52.1 P.S.C. No. 13

### CSR3

## Curtailable Service Rider 3

#### RATE

Customer will receive a credit against the applicable power schedule for curtailable KVA, as determined in the preceding paragraph, times the applicable credit. Customers will be charged for the portion of each requested curtailment not met at the applicable charge.

Primary

Transmission

Demand Credit of: Non-Compliance Charge of: \$ 3.20 per KVA \$16.00 per KVA \$ 3.10 per KVA \$16.00 per KVA

Failure of Customer to curtail when requested to do so may result in termination of service under this rider.

#### TERM OF CONTRACT

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

### **TERMS AND CONDITIONS**

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

Date Effective: With Service Rendered Date of Issue: July 20, 2004 issued By

On and After July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 52.1

CSR3 Standard Rate Rider Curtailable Service Rider 3 RATE

Customer will receive a credit against the applicable power schedule for curtailable kVA, as determined in the preceding paragraph, times the applicable credit. Customer will be charged for the portion of each requested curtailment not met at the applicable charge.

Primary

Transmission

Demand Credit of: Non-Compliance Charge of: S 3,20 per kVA \$16,00 per kVA

\$ 3.10 per kVA \$16.00 per kVA

Failure of Customer to curtail when requested to do so 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 necessary by the size of the load or other conditions.

## TERMS AND CONDITIONS

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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 58 P.S.C. No. 13

## ELECTRIC RIDER LRI

#### Load Reduction Incentive Rider

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This schedule shall be made available as a rider to any customer served on the Company's standard tariffs, having stand-by generation facilities of at least 500 kW, and agreeing to operate such facilities in accordance with the terms and conditions of this tariff. Service under this schedule is offered for a total maximum contracted load of 10,000 kW.

#### RATE

Up to \$0.30 per KWH

#### **TERMS AND CONDITIONS**

- Company will have the option to require Customer to operate Customer's stand-by generation to replace Customer's electric usage. Such period of generation shall not exceed 8 hours in any 24-hour period nor shall the total hours of generation in any 12-month period exceed 300 hours.
- Should Company request Customer to operate Customer's stand-by generation, Company will notify Customer by 12 noon on a day ahead basis.
- Company's request for Customer to operate Customer's stand-by generation will include an offer of a payment per KWH for Customer to operate Customer's stand-by generation.
- Customer is obligated to operate Customer's stand-by generation should Customer accept the Company's offered price.
- Customer's stand-by generation shall not be operated in parallel with Company's system (i.e., such generation shall be connected to circuits which are isolated from Company's system).
- 6) Customer will be responsible for maintaining Customer's stand-by generation, including an adequate fuel supply, to ensure meeting Customer's obligation under this schedule.
- 7) Company will meter the output of Customer's stand-by generation, base the payment for Customer reducing load on the metered output, and provide payment to Customer through a credit to Customer's standard service billing.
- 8) Customer may provide Company with the option to install equipment that will permit Company to remotely start stand-by generation and switch circuits to such generation so that they are isolated from Company's system.
- Company has no obligation to request operation of Customer's stand-by generation nor to provide any credit to Customer without first requesting Customer to provide stand-by generation.

### **TERM OF CONTRACT**

The minimum term of contract shall be for one year and thereafter until terminated by either party giving at least six months written notice. Company may require a longer initial term when deemed necessary. Failure of Customer to operate stand-by generation may result in termination of contract.

Date of Issue: April 19, 2006 Issued By Date Effective: August 1, 2006

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

## **Kentucky Utilities Company**

P.S.C. NO. 14, Original Sheet No. 53

Standard Rate Rider LRi
Load Reduction Incentive Rider

#### **APPLICABLE**

In all territory served.

#### AVAILABILITY OF SERVICE

This schedule shall be made available as a rider to any customer served on Company's standard tariffs, having stand-by generation facilities of at least 500 kW, and agreeing to operate such facilities in accordance with the terms and canditions of this tariff. Service under this schedule is offered for a total maximum contracted load of 10,000 kW.

#### RATE

Up to \$0.30 per kWh

#### TERMS AND CONDITIONS

- Company will have the option to require Customer to operate Customer's stand-by generation to replace Customer's electric usage. Such period of generation shall not exceed 8 hours in any 24-hour period nor shall the total hours of generation in any 12month period exceed 300 hours.
- Should Company request Customer to operate Customer's stand-by generation, Company will notify Customer by 12 noon on a day ahead basis.
- Company's request for Customer to operate Customer's stand-by generation will include an offer of a payment per kWh for Customer to operate Customer's stand-by generation.
- Customer is obligated to operate Customer's stand-by generation should Customer accept Company's offered price.
- Customer's stand-by generation shall not be operated in parallel with Company's system (i.e., such generation shall be connected to circuits which are isolated from Company's custom).
- 6) Customer will be responsible for maintaining Customer's stand-by generation, including an adequate fuel supply, to ensure meeting Customer's obligation under this schedule.
- 7) Company will meter the output of Customer's stand-by generation, base the payment for Customer reducing load on the metered output, and provide payment to Customer through a credit to Customer's standard service billing.
- 8) Customer may provide Company with the option to install equipment that will permit Company to remotely start stand-by generation and switch circuits to such generation so that they are isolated from Company's system.
- Company has no obligation to request operation of Customer's stand-by generation nor to provide any credit to Customer without first requesting Customer to provide stand-by generation.

### **TERM OF CONTRACT**

The minimum term of contract shall be for one (1) year and thereafter until terminated by either party giving at least six (6) months written notice. Company may require a longer initial term when deemed necessary. Failure of Customer to operate stand-by generation may result in termination of contract.

Date of Issue: July 29, 2008

Date Effective: August 1, 2006 Refiled: July 29, 2008

Third Revision of Original Sheet No. 45 P.S.C. No. 13

**ELECTRIC RATE SCHEDULE** 

SQF

Small Capacity Cogeneration and Small Power Production Qualifying Facilities

#### **AVAILABILITY**

in all territory served.

#### APPLICABILITY 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),

7.690 cents per KWH.

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

3.734 cents per KWH.

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

3.759 cents 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,

3.071 cents per KWH

Date of Issue: May 36, 2006 Canceling Second Revision of Original Sheet No. 45 Issued May 26, 2006 Date Effective: June 30, 2008

Lonnie E. Bellar, Vice President, State Regulation & Rates Louisville, Kentucky

Issued By

## **Kentucky Utilities Company**

P.S.C. No. 14. 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),

\$0.07690 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-beak hours).

\$0,03734 per kWh

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

\$0.03759 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,

\$0.03071 per kWh

Date of Issue: July 29, 2008

Date Effective: June 30, 2008 Refiled: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 45.1 P.S.C. No. 13

**ELECTRIC RATE SCHEDULE** 

SOF

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 Raie 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.

#### DUE DATE OF BILL

Any payment due from Company to Seller will be due within 15 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 Selfer to operate its generating facilities in parellel with Company's system, under the following conditions and any other conditions required by Company where unusual conditions not covered herein arise:

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

Date of Issue: July 20, 2004 Issued By Date Effective: December 5, 1986 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, 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 maters.

#### PAYMENT

Any payment due from Company to Seller will be due within ten (10) 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:

 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

Date of Issue: July 29, 2008

Date Effective: December 5, 1985 Refiled: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 45.2 P.S.C. No. 13

## ELECTRIC RATE SCHEDULE SQF

## Small Capacity Cogeneration and Small Power Production Qualifying Facilities

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 other- wise required to permit interconnection, Seller shall pay such additional cost of facilities. Seller agrees to reimburse Company, at the time of installation, or, if agreed to by both parties, over a period of up to three 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 the 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 property; 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.

Date of Issue: July 20, 2004 Issued By Date Effective: December 5, 1986 Refiled: July 20, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30. 2004

## Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 55.2

Standard Rate Rider SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities

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 rystem. 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 or 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, 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.

Date of Issue: July 29, 2008

Date Effective: December 5, 1985 Refiled: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 45.3 P.S.C. No. 13

ELECTRIC RATE SCHEDULE	SQF			
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- 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 at Dix Dam 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.

Date of Issue: July 20, 2004 Issued By Date Effective: December 5, 1986

Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 55.3

Standard Rate Rider SQF
Small Capacity Cogeneration and Small Power Production Qualifying Facilities

- 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 nealigence 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.

Date of Issue: July 29, 2008

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 46 P.S.C. No. 13

#### **ELECTRIC RATE SCHEDULE**

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 the Company.

#### RATES FOR PURCHASES FROM QUALIFYING FACILITIES

#### **Energy Component Payments**

The hourly avoided energy cost (AEC) in S per MWh, which is payable to a QF for delivery of energy, shall be equal to the 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  $E_{\rm QF}$ ], where  $E_{\rm QF}$  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 the Company from the inter-utility market (which includes both energy and capacity charges) less the 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], where CAP, the capacity delivered by the QF, is determined on the basis of the system demand (D<sub>i</sub>) and the Company's need for capacity in that hour to adequately serve the load.

#### Determination of CAP

For the following determination of CAP<sub>I</sub>,  $C_{KU}$  represents the 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.

- System demand is less than or equal to the Company's capacity: D<sub>1</sub> ≤ C<sub>KU</sub>; CAP<sub>1</sub> = 0
- System demand is greater than the Company's capacity but less than or equal to the total of the Company's capacity and the capacity provided by a QF:

 $C_{KU} < D_i \le [C_{KU} + C_{QF}]$ ;  $CAP_i = C_M$ 

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Michael S. Beer, Vice President
Lexington, Kentucky
issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, 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 megawalt-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  $\times$  Eq.F], where Eq. is the amount of megawalt-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 S 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], where CAP, the capacity delivered by the QF, is determined on the basis of the system demand (D) 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:  $D_1 \leq C_{KU}$ ;  $CAP_1 \equiv 0$
- 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:

 $C_{KU} < D_i \le [C_{KU} + C_{QF}]$ ;  $CAP_i = C_M$ 

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 46.1 P.S.C. No. 13

# ELECTRIC RATE SCHEDULE LQF Large Capacity Cogeneration and Small Power Production Qualifying Facilities

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

#### **PAYMENT**

The Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within 10 days of the date the bill is rendered. In lieu of such payment plan, the 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 year, and shall be self-renewing from year-to-year thereafter, unless canceled by either party on one year's written notice.

For contracts which cover the purchase of capacity and energy, the term shall be 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 the Company would have incurred if the
  qualifying facility's output had not been purchased.
- A qualifying facility operating in parallel with the 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 the 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 the Company's Terms and Conditions currently in effect, as filed with the Commission.

Date of Issue: July 20, 2004 Issued By Date Effective: April 17, 1999 Refiled: July 20, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 56.1

Standard Rate Rider LQF
Large Capacity Cogeneration and Small Power Production Qualifying Facilities

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

 $D_i > (C_{KU} + C_{QF})$ ;  $CAP_i = C_{QF}$ 

#### **PAYMENT**

Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within ten (10) 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 police.

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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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 48 P.S.C. No. 13

ELECTRIC RATE SCHEDULE NMS

Net Metering Service

#### APPLICABLE

In all territory served

#### **AVAILABILITY OF SERVICE**

Available to customers who own, operate and maintain a generation system located on customer's premises, that use as its total fuel source solar, wind or hydro energy, in parallel with the Company's electric system to provide all or part of their electrical requirements, and who execute the Company's written Net Metering Program Notification Form. The generation system shall be limited to a maximum capacity of 15 kilowatts.

#### NOTIFICATION

The customer shall submit a completed Net Metering Program Notification Form to the company at least 30 days prior to the date the customer intends to interconnect his generator to the company's facilities. Customer shall have all equipment necessary to complete the interconnection installed prior to such notification. The company shall have 30 days from the date of notification to determine whether the customer has satisfied the tariff requirements and shall notify customer. The date of notification shall be the third day following the mailing of the Net Metering Program Notification Form by customer. Customer may interconnect his generator thirty-one days after the date of notification, and begin operation unless the company provides notification of non-compliance to the tariff, prior to the 31st day.

#### METERING AND BILLING

Net Metering Service 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. If electricity generated by the customer and fed back to the Company's system exceeds the electricity supplied to the customer from the system during a billing period, the customer shall receive a credit for the net delivery on the customer's bill for the succeeding billing period. Net metering service shall be measured using a single meter or, as determined by the Company, additional meters.

#### LIABILITY INSURANCE

A customer with a generator with a rated capacity not exceeding 15 kilowatts shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least \$100,000 for the liability of the insured against loss arising out of the use of a generator.

Date of Issue: January 10, 2005 Issued By Date Effective: February 10, 2005

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

## Kentucky Utilities Company

P.S.C. No. 14. Original Sheet No. 57

Standard Rate Rider NMS
Net Metering Service

#### APPLICABLE

In all ternlory served

#### **AVAILABILITY OF SERVICE**

Available to customers who own, operate and maintain a generation system located on customer's premises, that use as its total fuel source solar, wind, hydro energy, or biomass, in parafier with Company's electric system to provide all or part of their electrical requirements, and who execute Company's written Net Metering Program Notification Form. The generation system shall be limited to a maximum capacity of 30 kilowatts.

#### NOTIFICATION

The customer shall submit a completed Net Metering Program Notification Form to Company at least 30 days prior to the date the customer intends to interconnect his generator to Company's facilities. Customer shall have all equipment necessary to complete the interconnection installed prior to such notification. Company shall have 30 days from the date of notification to determine whether the customer has satisfied the tariff requirements and shall notify customer. The date of notification shall be the third day following the mailing of the Net Metering Program Notification Form by customer. Customer may interconnect his generator thirty-one days after the date of notification, and begin operation unless Company provides notification of non-compliance to the tariff, prior to the 31st day.

#### METERING AND BILLING

Net Metering Service 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. If electricity generated by the customer and fed back to Company's system exceeds the electricity supplied to the customer from the system during a billing period, the customer shall receive a credit for the net delivery on the customer's bill for the succeeding billing period. Net metering service shall be measured using a single meter or, as determined by Company, additional meters.

#### LIABILITY INSURANCE

A customer with a generator with a rated capacity not exceeding 30 kilowatts shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least \$100,000 for the liability of the insured against loss arising out of the use of a generator.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 48.1 P.S.C. No. 13

ELECTRIC RATE SCHEDULE NMS
Net Metering Service

#### **ADDITIONAL CONTROLS AND TESTS**

The company may install additional controls or meters, or conduct additional tests as it may deem necessary.

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

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

- 1. Customer to own, install, 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 the Company's system voltage.
- Customer will be responsible for operating generators and all 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.
- 4. The Company at, its discretion, may require a suitable lockable, company accessible, load breaking manual disconnect switch or similar equipment, as specified by Company, to be furnished by customer at a location designated by Company to enable the separation or disconnection of the two electrical systems. The load breaking manual disconnect switch must be accessible to the Company at all times.
- Customer agrees to inform Company of any changes it wishes to make in its generating and/or associated facilities that is different from those initially installed and described to Company in writing and obtain prior approval from Company.
- 6. Company will have the right to inspect and approve customer's facilities, described herein, and conduct any tests necessary to determine that such facilities are installed and operating properly. However, the Company will have no obligation to inspect, witness tests or in any manner be responsible for customer's facilities or operation.
- 7. The customer assumes all responsibility for the electric service on the customer's premises at and from the point of delivery of electricity from the Company and for the wires and equipment used in connection therewith, and will protect and save the Company harmless from all claims for injury or damage to persons or property occurring on the customer's premises or at and from the point of delivery of electricity from the 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 of the Company

Date of Issue: January 10, 2005 Issued By Date Effective: February 10, 2005

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

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 57.1

Standard Rate Rider NMS
Net Metering Service

#### ADDITIONAL CONTROLS AND TESTS

Company may install additional controls or meters, or conduct additional tests as it may deem necessary.

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

Customer shall operate their generating facilities in parallel with Company's system under the tollowing conditions and any other conditions required by Company where unusual conditions arise not covered herein:

- Customer to own, install, 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 generators and all 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.
- 4. Company at, its discretion, may require a suitable lockable, company accessible, load breaking manual disconnect switch or similar equipment, as specified by Company, to be furnished by customer at a location designated by Company to enable the separation or disconnection of the two electrical systems. The load breaking manual disconnect switch must be accessible to Company at all times.
- Customer agrees to inform Company of any changes it wishes to make in its generating and/or associated facilities that is different from those initially installed and described to Company in writing and obtain prior approval from Company,
- 6. Company will have the right to inspect and approve customer's facilities, described herein, and 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.
- 7. The customer assumes all responsibility for the electric service on the 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 the 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 of Company.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 48.2 P.S.C. No. 13

# ELECTRIC RATE SCHEDULE NMS Net Metering Service

#### **CONDITIONS OF INTERCONNECTION**

A customer may begin operation of his generator on an interconnected basis when all of the following have been satisfied:

- The customer has properly notified the company of his intent to interconnect by submission
  of the completed Net Metering Program Notification Form.
- The net metering customer has installed a lockable, company accessible, load breaking manual disconnect switch, if required.
- A licensed electrician has certified, by signing the Company Net Metering Program Notification Form, that any required manual disconnect switch has been installed properly and that the generator has been installed in accordance with the manufacturer's specifications as well as all applicable provisions of the National Electrical Code.
- The vendor has certified, by signing the Company Net Metering Program Notification Form, that the generator being installed is in compliance with the requirements established by Underwriters Laboratories, or other national testing laboratories.
- The customer has had the inverter settings inspected by the company, if the generator is a static inverter-connected generator with an alternating current capacity in excess of 10 kilowatts. The Company may impose a fee on the customer of no more than \$50 for such inspection.
- For non-static inverter-connected generators, the customer has interconnected according to the Company's interconnection guidelines and the Company has inspected all protective equipment settings. The Company may impose a fee on the customer of no more than \$50 for such inspection.

#### **DEFINITIONS**

"Billing period" shall be the time period between the dates on which the 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.

#### **TERMS AND CONDITIONS**

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

Date of Issue: January 10, 2005 Issued By Date Effective: February 10, 2005

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

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 57.2

Standard Rate Rider NMS
Net Metering Service

#### CONDITIONS OF INTERCONNECTION

A customer may begin operation of his generator on an interconnected basis when all of the following have been satisfied:

- The customer has properly notified Company of his intent to interconnect by submission of the completed Net Metering Program Notification Form.
- The net metering customer has installed a lockable, company accessible, load breaking manual disconnect switch, if required.
- A licensed electrician has certified, by signing Company Net Metering Program Notification
  Form, that any required manual disconnect switch has been installed properly and that the
  generator has been installed in accordance with the manufacturer's specifications as well
  as all applicable provisions of the National Electrical Code.
- The vendor has certified, by signing Company Net Metering Program Notification Form, that the generator being installed is in compliance with the requirements established by Underwriters Laboratories, or other national testing laboratories.
- The customer has had the inverter settings inspected by Company, if the generator is a static inverter-connected generator with an alternating current capacity in excess of 10 kilowatts. Company may impose a fee on the customer of no more than \$50 for such inspection.
- For non-static inverter-connected generators, the customer has interconnected according to Company's interconnection guidelines and Company has inspected all protective equipment settings. Company may impose a fee on the customer of no more than \$50 for such inspection.

#### 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.

#### TERMS AND CONDITIONS

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

Date of Issue: July 29, 2008

Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 48.3 P.S.C. No. 13

LECTRIC RATE SCHEDULE N	1S	
Net Meteri	ng Service	
Net Metering Program Notification Form		
INTERCONNECTION NOTIFICATION		
APPLICANT HEREBY GIVES NOTICE OF INTEN	T TO OPERATE A	GENERATING FACILITY.
Section 1. Applicant Information Name:		<u>.</u>
Mail		
Address:	Cists:	7io Codo:
City: Facility Location (if different from above):	Siale	Zip Code
Daytime Phone Number:		
KU Account Number :		
Section 2. Generating Facility Information Generator Type (check one): Solar, Wind Generator Manufacturer, Model Name & Number:  Power Rating in Kilowalts: AC:DC: Inverter Manufacturer, Model Name & Number:		
Section 3. Installation information Installation Date: Proposed	Interconnection Da	ate:
Section 4. Certifications		
1. The system hardware is listed by Underwriters I	aboratories to be i	n compliance with UL 1741:
Signed (Vendor): Name (printed):		Date:
Name (printed):	Company:	
Phone Number:		
<ol> <li>The system has been installed in accordance w all applicable provisions of the National Electrics Signed (Licensed Electrician): License Number:</li> </ol>	ith the manufacture of Code.	er's specifications as well as
Signed (Licensed Electrician):		Date:
License Number:	Phone Numbe	r:
Mail Addrace:		
City:	State:	Zip Code:
3. Utility signature signifies only receipt of this form	1,	
Signed(Utility Representative):		
Date:  I hereby certify that, to the best of my knowled Notice is true and correct.	dge, all of the inf	ormation provided in this
Signature of Applicant		

Date Effective: February 10, 2005 Date of Issue: January 10, 2005 Issued By

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

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 57.3

ndard Rate Rider NM Net Meterin Net Metering Progra	ng Service m Notification Form	1
Het metaling i logic		
NTERCONNECTION NOTIFICATION		
APPLICANT HEREBY GIVES NOTICE OF INTEN	IT TO OPERATE A G	ENERATING FACILITY.
Section 1. Applicant Information  Name:		
Mail		
Address:		7: 0:4:
City:	State:	Zip Code:
acility Location (if different from above):		
Daylime Phone Number:		
(U Account Number :		
···		
Section 2. Generating Facility information		
Renerator Type (check one): Solar Wind	d, Hydro	, Biomass
Generator Manufacturer, Model Name & Number:		
Battery Backup? (yes or no) Section 3. (nstallation Information Installation Date: Proposed		ie:
Section 4. Certifications		
<ol> <li>The system hardware is listed by Underwriters</li> </ol>	Laboratories to be in	compliance with UL 1/41:
Signed (Vendor):	Camponi	vale:
Name (printed):	CORRESTRY: _	
Phone Number:	with the manufacture	r's specifications as well as
- v ti Lin manufatana of the Moliopoi Electric	-al Code	
Signed (Licensed Electrician):  License Number:	vu,	Date:
Licence Number	Phone Number	
Mail Address:		
City:	State:	Zíp Code:
<ol> <li>Utility signature signifies only receipt of this for</li> </ol>	m.	
Signed(Utility Representative):		
Date:	-	
	odde all of the into	rmation provided in this
I hereby certify that, to the best of my knowl	augo, bir or me mi	
I hereby certify that, to the best of my knowl Notice is true and correct.  Signature of Applicant		

Date of Issue: July 29, 2008
Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Original Sheet No. 54 P.S.C. No. 13

STANDARD RIDER	EF	
STANDAND RIDER		
Excess Facilities		
	······································	

### **APPLICABLE**

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 the Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. The Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where the 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. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

#### **LEASED FACILITIES CHARGE**

The customer shall pay for excess facilities through a contribution in aid of construction, which may take the form of a one-time payment or a Carrying Cost Charge based on the original installed cost of the facilities.

	Monthly Rates	
	Carrying Cost	Operating Expenses
Charge for Distribution Facilities	0.93%	0.56%

The percentage rates are applied to the installed cost of the 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 5 years. The term shall continue automatically thereafter until terminated by either party upon at least one month's written notice.

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, 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. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

#### **LEASED FACILITIES CHARGE**

The customer shall pay for excess facilities through a contribution in aid of construction, which may take the form of a one-lime payment or a Carrying Cost Charge based on the original installed cost of the facilities. Company shall provide normal operation and maintenance of the leased facilities. Should the leased facilities suffer catastrophic failure, customer must provide for replacement or, at customer's option, terminate the agreement.

Moniniy Rales		
	Carrying Cost	Operating Expenses
For Distribution Facilities	0.93%	0.56%

Manager - Dates

The percentage rates are applied to the installed cost of the 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 57 P.S.C. No. 13

STANDARD RIDER	RC
<u> </u>	Redundant Capacity Rider

## APPLICABLE

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

## AVAILABILITY OF SERVICE

Available to Customers requesting the reservation of capacity on the Company's facilities which are shared by other customers. 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 Customers principal delivery unavailable for providing service.

#### RATE:

Capacity Reservation Charge Secondary Distribution **Primary Distribution** 

\$0.80 per Kw per Month \$0.63 per Kw per Month

Applicable to the greater of:

- (1) the highest average load in kilowatts 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 11 preceding months, or
- (3) the contracted capacity reservation

## SPECIAL TERMS AND CONDITIONS:

The minimum contract term shall be five years, but the 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.

Date of Issue: July 20, 2004

Issued By

Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 61

RC Standard Rate Rider Redundant Capacity This rate is applicable to customers served under Company's rate schedules which include a APPLICABLE 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.

#### RATE:

Capacity Reservation Charge Secondary Distribution Primary Distribution

\$0.80 per kW per Month 50.63 per kW per Month

Applicable to the greater of:

- (1) the highest average load in kilowatts 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.

Date of Issue: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky Date Effective: September 1, 2008

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## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 62

Standard Rate Rider SS
Supplemental or Standby Service

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

This service is available as a rider to customers whose premises or equipment are regularly supplied with electric energy from generating facilities other than those of Company and who desire to contract with Company for reserve, breakdown, supplemental or standby service.

#### RATE

Secondary Primary Transmission
Contract Demand per kVA per Month \$ 6.15 \$ 5.80 \$ 5.63

#### CONTRACT DEMAND

Contract Demand is defined as the number of kilowatts mutually agreed upon as representing customer's maximum service requirements and contracted for by customer; provided, however, if such number of kilowatts is exceeded by a recorded demand, such recorded demand shall become the new contract demand commencing with the month in which recorded and continuing for the remaining term of the contract or until superseded by a higher recorded demand.

#### MINIMUM CHARGE

Electric service actually used each month will be charged for in accordance with the provisions of the applicable rate schedule; provided, however, the minimum billing under that rate schedule shall in no case be less than an amount calculated at the appropriate rate above applied to the Contract Demand.

#### DUE DATE OF BILL

Customer's payment will be due within ten (10) days from date of bill.

## SPECIAL TERMS AND CONDITIONS

- 1) In order to protect its equipment from overload damage, Company may require customer to install at his own expense an approved shunt trip type breaker and an approved automatic pole-mounted disconnect. Such circuit breakers shall be under the sole control of Company and will be set by Company to break the connection with its service in the event customer's demand materially exceeds that for which the customer contracted.
- In the event customer's use of service is intermittent or subject to violent fluctuations, Company will require customer to install and maintain at his own expense suitable equipment to satisfactorily limit such intermittence or fluctuations.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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## **Kentucky Utilities Company**

Standard Rate Rider

P.S.C. No. 14, Original Sheet No. 62.1

randaru Kato Kide	Supplemental or Standby Service
<ol> <li>Customer' until the n</li> </ol>	s AND CONDITIONS (continued) 's generating equipment shall not be operated in parallel with Company's service nanner of such operation has been approved by Company and is in compliance pany's operating standards for system reliability and safety.
	RACT  contract period shall be one (1) year, but Company may require that a contract for a longer initial term when deemed necessary by the size of load or special
TERMS AND CON Service will be	NDITIONS e furnished under Company's Terms and Conditions except as provided herein.
te of Issue: July	

SS

Date of Issue: July 29, 2008
Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Original Sheet No. 53 P.S.C. No. 13

ELECTRIC RIDER

IFL

Rider for Intermittent and Fluctuating Loads

## 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 the Company or upon the 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 the Company, in its reasonable discretion, the Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by the Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by the Company. Without limiting the foregoing, the 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 the 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 the Company or others, and the Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(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. The Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by the Company, Customer shall provide all available information to the Company that aids the company in enforcing its service standards. If the 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, the company may engage such experts and/or consultants as the Company shall determine are appropriate to advise the 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.

- 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 customer charge if applicable, energy charge, maximum load charge (if load charge rate is used), fuel clause and the minimum under such rate adjusted in accordance with (a) or (b) herein.
  - (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
  - (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.

Date Effective: With Service Rendered Issued By On and After Date of Issue: July 20, 2004 July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 65

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IFL Standard Rate Rider Rider for Intermittent and Fluctuating Loads

#### 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 5:056. Section 14(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 hamless 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.

- 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 customer charge if applicable, energy charge, maximum load charge (if load charge rate is used), fuel clause and the minimum under such rate adjusted in accordance with (a) or (b) herein.
  - (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
  - (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.

Date of Issue: July 29, 2008

Original Sheet No. 56 P.S.C. No. 13

#### STANDARD RIDER

TS

### Temporary and/or Seasonal Electric Service

## APPLICABLE

In all territory served.

#### AVAILABILITY OF SERVICE

This rider is available at the option of the Customer where Customer's business is of such nature to require only seasonal service or temporary service, including service provided for construction of residences or commercial buildings, and where in the judgment of the Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other Customers.

This service is available for not less than one month (approximately 30 days), but when service is used longer than one month, any fraction of a month's use will be prorated for billing purposes.

#### 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 to 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.
- Customer to pay regular rate of the electric rate schedule applicable, with the exception of the minimum provision, which will be as outlined in (3) below.
- Minimum: Customer to pay minimum bill equivalent to \$3.99 per KW or fraction thereof, of the total connected load including power, lighting and any other electrical equipment, plus the applicable customer charge.

Date of Issue: July 20, 2004

Issued By

Date Effective: With Service Rendered On and After June 1, 2000

Refiled: July 20, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 66

Standard Rate Rider TS
Temporary and/or Seasonal Electric Service

#### **APPLICABLE**

in all territory served.

#### AVAILABILITY OF SERVICE

This rider is available at the option of Customer where Customer's business is of such nature to require:

- only seasonal service or temporary service, including service provided for construction of residences or commercial buildings, 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
- where Customer has need for temporary use of Company facilities and Company has facilities it is willing to provide.

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.

#### 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 to 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 to pay regular rate of the electric rate schedule applicable.
- Where Customer is receiving service under a standard rate and has need for temporary use
  of Company facilities, Customer will pay for non-savable materials outlined in (1) above at the
  Carrying Cost Charge specified on the Excess Facilities Rider, Rate Sheet No. 60.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 55 P.S.C. No. 13

## **ELECTRIC RIDER**

## Kilowatt-Hours Consumed By Street 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

HOURS USE TABLE				
Hours Light				
<u>is in Use</u>				
407				
344				
347				
301				
281				
257				
273				
299				
322				
368				
386				
415				
4,000 HRS.				

Date Effective: March 1, 2000 Issued By Date of Issue: July 20, 2004 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 67

#### Standarad Rate Rider

## Kilowatt-Hours Consumed By Street 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		
	Hours Light	
<u>Month</u>	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	

TOTAL FOR YEAR 4,000 HRS.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 59 P.S.C. No. 13

**ELECTRIC RATE SCHEDULE** 

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 the Company's 'Green Energy Program' whereby the 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

\$5.00 per 300 kWh block per month

#### **TERMS AND CONDITIONS**

- a) Customers may purchase as many whole blocks as they desire. The 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 fulfill payment for the requested blocks 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 as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- d) The service under this rate schedule shall coincide with the three year term of the contract under which Company contracts for the purchase of RECs. Six months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

Date of Issue: June 4, 2007 Issued By Date Effective: May 31, 2007

Kent W. Blake, Vice President,
State Regulation and Rates
Lexington, Kentucky
Issued by Authority of an Order of the KPSC in Case No. 2007-00067 dated May 31, 2007

## **Kentucky Utilities Company**

P.S.C. No. 14, 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

\$5.00 per 300 kWh block per month

#### TERMS AND CONDITIONS

- a) Customers may purchase as many whole blocks as they desire. The 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 fulfill payment for the requested blocks 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 as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

Date of Issue: July 29, 2008

Date Effective: May 31, 2007 Refiled: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 59.1 P.S.C. No. 13

ELECTRIC RATE SCHEDULE 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 LP, LCI-TOD, MP, LMP-TOD, or LI-TOD rate schedules as an option to participate in the Company's "Green Energy Program" whereby the Company will aggregate the resources provided by the participating customers to develop green power, purchase green power or purchase Renewable Energy Certificates.

## DEFINITIONS

- c) Green power is that electricity generated from renewable sources including but not limited to solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodieset 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.
- 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

\$13.00 per 1,000 kWh block per month

## TERMS AND CONDITIONS

- e) Customers may purchase as many whole blocks as they desire. The eligible customer may participate in Company's "Green Energy Program" by entering into a written one year agreement that will renew in one year terms until either party gives thirty (30) days notice to the other. Funds provided by Customer to Company are not refundable.
- f) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer falling to fulfill payment for the requested blocks 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.
- g) Customer will be billed as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- h) The service under this rate schedule shall coincide with the three year term of the contract under which Company contracts for the purchase of RECs. Six months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

Date Effective: May 31, 2007 Issued By Date of Issue: June 4, 2007

Kent W. Blake, Vice President, State Regulation and Rates Lexington, Kentucky
Issued by Authority of an Order of the KPSC in Case No. 2007-00067 dated May 31, 2007

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 70.1

LGE Standard Rate Rider 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. TOD, RTS, or IS 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

\$13.00 per 1,000 kWh block per month

## TERMS AND CONDITIONS

- a) Customers may purchase as many whole blocks as they desire. The eligible customer may participate in Company's "Green Energy Program" by entering into a written one-year agreement that will renew in one year terms until either party gives thirty (30) days notice to the other. 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 fulfill payment for the requested blocks 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 as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- d) The service under this rate schedule shall coincide with the three (3) year term of the contract under which Company contracts for the purchase of RECs. Six (6) months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

Date of Issue: July 29, 2008

Refiled: July 29, 2008 Date Effective: May 31, 2007

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 501 P.S.C. No. 13

## **ELECTRIC RATE SCHEDULE**

BDR

### Brownfield Development Rider

#### **APPLICABLE**

In all territory served.

#### **AVAILABILITY OF SERVICE**

Service under this rider is conditional on approval of a special contract for such service filled with and approved by the Public Service Commission of Kentucky. Available to customers being served on Company's standard rate schedules and meeting the following conditions;

- a) The minimum monthly billing load must be 500 KW or greater.
- b) The service must be from existing facilities.
- c) The service location must have been idle for a minimum of two years.
- d) The service location must have been submitted to, approved by, and added to the State of Kentucky's inventory of "brownfield" sites.

#### RATE

Company will permit such electric loads to be served on the rate schedule normally applicable and Customer will be subject to and comply with all Terms and Conditions except:

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

#### **TERMS AND CONDITIONS**

The Company may offer differing terms as it deems them 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.

#### **TERM OF CONTRACT**

Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Public Service Commission of Kentucky, for a fixed term of not less than eight (8) 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.

Date of Issue: March 25, 2008 Issued By Date Effective: March 7, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky Issued By Authority of P.S.C. Order in Case No. 2007-00192 dated March 7, 2008

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 71

Standard Rate Rider BDR Brownfield Development Rider

#### **APPLICABLE**

In all territory served.

#### AVAILABILITY OF SERVICE

Service under this rider is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky. Available to customers being served on Company's standard rate schedules and meeting the following conditions;

- a) The minimum monthly billing load must be 500 kW or greater:
- b) The service must be from existing facilities:
- c) The service location must have been idle for a minimum of two years: and
- d) The service location must have been submitted to, approved by, and added to the State of Kentucky's inventory of "brownfield" sites.

#### RATE

Company will permit such electric loads to be served on the rate schedule normally applicable and Customer will be subject to and comply with all Terms and Conditions except:

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

#### TERMS AND CONDITIONS

Company may offer differing terms as if deems them 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.

#### TERM OF CONTRACT

Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Public Service Commission of Kentucky, for a fixed term of not less than eight (8) 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.

Date of Issue: July 29, 2008

Date Effective: March 7, 2008 Refiled: July 28, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 70 P.S.C. No. 13

## FAC **Fuel Adjustment Clause**

#### APPLICABLE

in all territory served.

## AVAILABILITY OF SERVICE

This schedule is a mandatory rider 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 = 
$$\frac{F(m)}{S(m)} \cdot \frac{F(b)}{S(b)}$$

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 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 schedule outage, 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.
- (3) Forced gulages are all non-schedules losses of generation or transmission which require substitute power for a continuous period in excess of six 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.

Date Effective: May 1, 2003 issued By Date of Issue: July 20, 2004 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 85

		P.S.C. No. 14, Chigmen Chart No. 50
Adjustment Clause	FAC	
Adjustinent oldeso	Fuel Adjustment Clar	ISB
APPLICABLE In all territory served.		
AVAILABILITY OF SERVICE This schedule is manda	E tory to all electric rate schedules	
(1) The charge per ki	Wh delivered under the rate s	chedules to which this fuel clause is

applicable shall be increased or decreased during each month in accordance with the following formula: Adjustment Factor = F(m) - F(b)

S(m) 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.
- (3) Forced outages are all non-schedules 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Second Revision of Original Sheet No. 70.1 P.S.C. No. 13

## FAC

## Fuel Adjustment Clause

- (4) Sales (S) shall be all KWH's 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 the twelve months ending October 2006 and the base fuel factor is 2.591 cents 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 Order in Case No. 2006-00509 dated October 31, 2007, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle of December 2007.

Date of Issue: November 1, 2007 Canceling First Revision of Original Sheet No. 70.1 Issued June, 8, 2005 issued By

Date Effective: With Bills Rendered On and After December 3, 2007

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2006-00509 dated October 31, 2007

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 85.1

Adjustment Clause FAC				
Aujustiii	Fuel Adjustment Clause			
(4)	Sales (S) shall be all kWh's 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 the twelve (12) months ending October 2006 and the base fuel factor is \$0.02591 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 Order in Case No. 2006-00509 dated October 31, 2007, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle of December 2007.			

Date of Issue: July 29, 2008

Date Effective: With Bills Rendered On and After December 3, 2007 Refiled: July 29, 2008 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 71 P.S.C. No. 13

#### DSMRM

#### Demand-Side Management Cost Recovery Mechanism

APPLICABLE TO: Residential Service Rate RS, Volunteer Fire Department Rate VFD, General Service Rate GS, Small Time-of-Day Service Rate STOD, Large Power Rate LP, and Large Commercial/Industrial Time-of-Day Rate LCI-TOD. Industrial customers served under Large Power Rate LP, and Large Commercial and Industrial Time-of-Day Rate LCI-TOD, who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism.

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

Where: DCR = DSM COST RECOVERY. The DCR shall include all expected costs which have been approved by the Commission for each twelve-month period for demand-side management programs which 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 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 and will be recovered as follows:

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, Volunteer Fire Department, and General Service customer class is defined as the weighted average price per Kwh of expected billings under the energy charges contained in the Rate RS, VFD, and GS rate schedules in the upcoming twelve-month period after deducting the variable costs

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Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, 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 Rate RS, Volunteer Fire Department Service Rate VFD, General Service Rate GS, Power Rate PS, and Time-of-Day Rate TOD. Industrial customers who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism.

#### 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

Where:

#### DCR = DSM COST RECOVERY

The DCR shall include all expected costs which have been approved by the Commission for each twelve-month period for demand-side management programs which 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 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 and will be recovered as follows:

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 and General Service customer class is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, 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 PS and TOD) is defined as the weighted average.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 71.1 P.S.C. No. 13

#### DSMRM

## Demand-Side Management Cost Recovery Mechanism

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 LP, Rate LCI-TOD, and Rate STOD) 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.

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 Irue-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 which 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 KU's avoided costs over the expected life of the program, and will include both capacity and energy savings. For Energy Education and Direct Load Control Programs, the DSM incentive amount shall be computed by multiplying the annual cost of the approved programs which are to be installed during the upcoming twelve-month period times five (5) percent.

The DSM incentive amount related to programs for Residential Service Rate RS, Volunteer Fire Department Service VFD, General Service Rate GS, Small Time-of-Day Rate STOD, Rate LP, and Large Commercial and Industrial Timeof-Day Rate LCI-TOD, 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.

Date of Issue: July 20, 2004

Issued By

Date Effective: July 1, 2003 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 86.1

Adjustment Clause

DSM

Demand-Side Management Cost Recovery Mechanism

#### RATE (continued)

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 programs which 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 Energy Education and Direct Load Control Programs, the DSM incentive amount shall be computed by multiplying the annual cost of the approved programs which are to be installed during the upcoming twelve-month period times five (5) percent.

The DSM incentive amount related to programs for Residential Rate RS, General Service Rate GS, Power Rate PS, and Time-of-Day Rate TOD shall be divided by the expected kilowalt-hour sales for the upcoming avelve-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.

Date of Issue: July 29, 2008

Date Effective: September 1, 2008

Original Sheet No. 71.2 P.S.C. No. 13

#### DSMRM

## Demand-Side Management Cost Recovery Mechanism

- 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 and previous application of the DBA and the revenues which 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 belance 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 twelvemonth period.

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 "3-month Commercial Paper Rate" for the immediately preceding 12-month period. The total of the balance adjustment amounts shall be divided by the expected kilowalthour 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 to which over- or under-recoveries of DSM amounts were realized.

The filing of modifications to the DSMRC which require changes in the DCR component shall be made at least two months prior to the beginning of the effective period for billing.

Modifications to other components of the DSMRC shall be made at least thirty days prior to the effective period for billing. Each filling 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 which have been performed, as available.

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Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

## **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 86.2

Adjustment Clause DSM
Demand-Side Management Cost Recovery Mechanism

## 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 and previous application of the DBA and the revenues which 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 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.

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 kilowalt-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 to which over- or under-recoveries of DSM amounts were realized.

The filing of modifications to the DSMRC which require changes in the DCR component shall be made at least two months prior to the beginning of the effective period for billing.

Modifications to other 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:

- 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 which have been performed, as available.
- 2) A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA and DSMPC.

Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 71.3 P.S.C. No. 13

	OSMRM		
Demand-Side Managen	nent Cost Recover	y Mechanism	
(2) A statement setting forth the detail and DSMRC.	led calculation of the D	OCR, DRLS, DSMI, DBA	
Each change in the DSMRC shall be pla effective date of such change.	ced into effect with bil	ls rendered on and afte	r the
		Data Effectives	

Date of Issue: July 20, 2004

Issued By

Date Effective: July 1, 2003 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004 This Page is Blank

Ninth Revision of Original Sheet No. 71.4 P.S.C. No. 13

# DSMRM **Demand-Side Management Cost Recovery Mechanism**

# APPLICABLE TO:

Residential Service Rate RS, Volunteer Fire Department Service Rate VFD, General Service Rate GS, Small Time-of Day Rate STOD, Large Power Rate LP, and Large Commercial and Industrial Time-of-Day Rate LCI-TOD.

# DSM Cost Recovery Component (DSMRC):

Residential Service Rate RS and Volunteer Fire Department Service VFD	Energy Charge
DSM Cost Recovery Component (DCR):	0.160 ¢/Kwh
DSM Revenues from Lost Sales (DRLS):	0.021 ¢/Kwh
DSM Incentive (DSM):	0.006 ¢/Kwh
DSM Balance Adjustment (DBA):	(0.001) ¢/Kwh
DSMRC Rate RS:	0.186 ¢/Kwh

General Service Rate GS	Energy Charge
DSM Cost Recovery Component (DCR):	0.060 ¢/Kwh
DSM Revenues from Lost Sales (DRLS):	0.045 ¢/Kwh
DSM Incentive (DSM):	0.003 ¢/Kwh
DSM Balance Adjustment (DBA):	(0.019)¢/Kwh
DSMRC Rate GS:	0.089 ¢/Kwh

Date of Issue: April 17, 2008 Canceling Eighth Revision of Original Sheet No. 71.4 Issued March 4, 2008

issued By Date Effective: May 3, 2008

Lonnie E. Bellar, Vice President, State Regulation and Rates Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00319 dated March 31, 2008

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 86.3

m
Energy Charge
\$ 0.00160 per kWh \$ 0.00021 per kWh \$ 0.00006 per kWh \$ (0.00001) per kWh \$ 0.00186 per kWh
Energy Charge
\$ 0.00060 per kWh
\$ 0.00045 per kWh
\$ 0.00003 per kWh \$(0.00019) per kWh
\$ 0.00089 per kWh
Energy Charge
\$ 0.00008 per kWh
\$ 0.00006 per kWh
\$ 0.00000 per kWh
\$(0.00005) per kWh \$ 0.00009 per kWh
Energy Charge
\$ 0.00028 per kWh
\$ 0.00008 per kWh
\$ 0.00001 per kWh
\$ 0.00005 per kWh
\$ 0.00042 per kWh

Date of Issue: July 29, 2008

Date Effective: May 2, 2008 Refiled: July 29, 2008 Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

# Seventh Revision of Original Sheet No. 71.5 P.S.C. No. 13

ery Mechanism
Energy Charge
0.028 ¢/Kwh
0.008 ¢/Kwh
0.001 ¢/Kwh
0.005 ¢/Kwh
0.042 ¢/Kwh
Energy Charge
0.000 ¢/Kwh

Date of Issue: April 17, 2008 Canceling Sixth Revision of Original Sheet No. 71.5 Issued March 4, 2008

Issued By

Date Effective: May 2, 2008

d March 4, 2008

Lonnie E. Bellar, Vice President,
State Regulation and Rates
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2007-00319 dated March 31, 2008

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First Revision to Original Sheet No. 72 P.S.C. No. 13

# **ECR**

# Environmental Cost Recovery Surcharge

#### **APPLICABLE**

In all lerritory served.

## AVAILABILITY OF SERVICE

To all electric rate schedules.

#### RATE

The monthly billing amount under each of the schedules to which this mechanism is applicable. including the fuel clause, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

CESF = E(m) / R(m)

MESE = CESE - BESE

MESF = Monthly Environmental Surcharge Factor CESF = Current Environmental Surcharge Factor BESF = Base Environmental Surcharge Factor

Where E(m) is the jurisdictional total of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month and R(m) is the revenue for the current expense month as set forth below.

## **DEFINITIONS**

- 1) For all Plans, E(m) = I(RB/12) (ROR + (ROR DR) (TR / (1 TR))) + OE Where
  - a) RB is the Total Environmental Compliance Rate Base.
  - b) Where ROR is the Rate of Return in Environmental Compliance Rate Base, designated as the overall all rate of return icost of short term debt, long term debt, preferred stock, and common equity)
  - c) Where DR is the Debt Rate (cost of short term debt, and long term debt)
  - d) Where TR is the Composite Federal and State Income Tax Rate.
  - e) Where OE is the Operating Expenses [Depreciation and Amortization Expense, Property Taxes, Insurance Expense adjusted for the Average Month Expense already included in existing rates). Includes operation and maintenance expense recovery authorized by the K.P.S.C. in Case Nos. 2000-439, 2002-146 and 2004-00426.
- 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor to arrive at Net Jurisdictional E(m)
- 3) The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause revenues less Environmental Cost Recovery Surcharge revenues, for the Company for the 12 months ending with the current expense month.
- 4) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

Date of Issue: June 28, 2005 Canceling Original Sheet No. 72 Issued July 20, 2004

Date Effective: With Service Rendered On and After

July 1, 2005

John R. McCall General Counsel and Secretary Louisville, Kentucky

Issued By

Issued By Authority of an Order of the KPSC in Case No. 2004-00426 dated June 20, 2005

# Kentucky Utilities Company

P.S.C. No. 14. Original Sheet No. 87

7 FCR Adjustment Clause Environmental Cost Recovery Surcharge APPLICABLE In all territory served. AVAILABILITY OF SERVICE To electric rate schedules RS, VFD, GS, AES, PS, TOD, LTOD, RTS, IS, ST.LT., P.O.LT., LE, TE, FAC, and DSM. The monthly billing amount under each of the schedules to which this mechanism is applicable, including the fuel clause, shall be increased or decreased by a percentage factor calculated in accordance with the following formula. MESF = CESF - BESF CESF = E(m)/R(m)MESF = Monthly Environmental Surcharge Factor CESF = Current Environmental Surcharge Factor BESF = Base Environmental Surcharge Factor E(m) is the jurisdictional total of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month and R(m) is the revenue for the current expense month as set forth below. **DEFINITIONS** 1) For all Plans, E(m) = [(RB/12) (ROR + (ROR - DR) (TR / (1 - TR))] + OE 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 icost 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 Raie. e) OE is the Operating Expenses (Depreciation and Amortization Expense, Property Taxes, insurance Expense; adjusted for the Average Month Expense already included in existing rates). Includes operation and maintenance expense recovery authorized by the K.P.S.C. in Case Nos. 2000-439, 2002-146, and 2004-00426. 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor to arrive at the Net Jurisdictional E(m). 3) The revenue R(m) is the average monthly revenue, including base revenues and automatic adjustment clause revenues less Environmental Cost Recovery Surcharge revenues, for Company for the twelve (12) months ending with the current expense month. 4) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

First Revision of Original Sheet No. 73 P.S.C. No. 13

# MSR

# Merger Surcredit Rider

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

To all electric rate schedules

#### RATE

The monthly billing amount computed under each of the rate schedules to which this surcredit is applicable shall be adjusted by the Merger Surcredit Factor, which shall be calculated in accordance with the following formula:

## Merger Surcredit Factor = MS + BA

(MS) is the Merger Surcredit which is based on the total Company savings that are to be distributed to the Company's Kentucky jurisdictional retail cusiomers in each 12-month period beginning July 1, 1998.

	Savings	Merger
	to be	Surcredit
	Distributed	(MS)
Year 1	\$ 6,008,699	0.972%
Year 2	\$ 8,764,133	1.387%
Year 3	\$11,824,431	1.836%
Year 4	\$12,978,580	1.979%
Year 5	\$14,287,560	2.139%
Year 6	\$17,898,933	2.646%*
Year 7	\$17,898,933	2.568%
Year 8	\$17,898,933	2.503%
Year 9	\$17,898,933	2.442%
Year 10	\$17,898,933	2.389%
Year 11, (Jul 1, 2008 to Jan 31, 2009)	\$ 6,155,555	0.868%
Succeeding Annual Periods beginning Feb 1, 2009	\$12,311,109	1.013%

\*Reflects the average factor for the year. Actual application determined by the Final Order in PSC Case No. 2002-00429.

(BA) is the Balancing Adjustment for the second through the twelfth months of the current distribution year which reconciles any over- or under-distribution of the net savings from prior periods. The Balancing Adjustment will be determined by dividing the differences between amounts which were expected to be distributed and the amounts actually distributed from the application of the Merger Surcredit Factor from the previous year by the expected Kentucky jurisdictional retail electric revenues. The final Balancing Adjustment will be applied to customer billings in the second month following the termination of the Merger Surcredit.

Date of Issue: July 1, 2008 Canceling Original Sheet No. 73 Issued July 20, 2004

July 1, 2008

Lonnie E. Bellar, Vice President State Regulation and Rates Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2007-00563 dated June 26, 2008

issued By Date Effective: With Bills Rendered On and After

The filing of KU's base rate application will cause the Merger Surcredit Rider ("MSR") Tariff and associated billing credits to be withdrawn from service effective with the change in base rates pursuant to the Commission's June 26, 2008 Order in Case No. 2007-00563.

First Revision of Original Sheet No. 73.1 P.S.C. No. 13

# MSR Merger Surcredit Rider

#### TERMS OF DISTRIBUTION

- (1) The total distribution to Company's customers will, in no case, be less than the sum of the amounts shown above for Year 1 through Year 11, plus one-twelfth of the amount shown for Succeeding Annual Periods for each billing month the Merger Surcredit is effective beginning February 1, 2009.
- (2) On or before the 21st of the first month of each distribution year following Year is the Company will file with the Commission a status report of the Surcredit. Such report shall include a statement showing the amounts which were expected to be distributed and the amounts actually distributed in previous periods, along with a calculation of the Balancing Adjustment (BA) which will be implemented with customer billings in the second month of that distribution year to reconcile any previous over-or under-distributions.
- (3) The Merger Surcredit shall be applied to the customer's bill following the rates and charges for electric service, but before application of the school tax, the franchise fee, sales tax or similar items.
- (4). The Merger Surcredit shall terminate as of the effective date of the Company's electric base rates change approved by the Commission.

Date of Issue: July 1, 2008 Canceling Original Sheet No. 73 Issued July 20, 2004 Issued By

Date Effective: With Bills Rendered
On and After
July 1, 2008

Lonnie E. Beilar, Vice President
State Regulation and Rates
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2007-00563 dated June 26, 2008

The filing of KU's base rate application will cause the Merger Surcredit Rider ("MSR") Tariff and associated billing credits to be withdrawn from service effective with the change in base rates pursuant to the Commission's June 26, 2008 Order in Case No. 2007-00563.

First Revision of Original Sheet No. 75 P.S.C. No. 13

## **VDSR**

# Value Delivery Surcredit Rider

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

To all electric rate schedules.

# RATE

The monthly billing amount computed under each of the rate schedules to which this surcredit is applicable shall be adjusted by the Value Delivery Surcredit Factor, which shall be calculated in accordance with the following formula:

Value Delivery Surcredit Factor = VDS + BA

#### Where

(VDS) is the Value Delivery Surcredit which is based on the total Company net savings that are to be distributed to the Company's Kentucky jurisdictional retail customers in each 12-month period.

	Net Savings To be Distributed	Value Delivery Surcredit (VDS)
Year 1, Dec 1, 2001 to Dec 31, 2001	\$ 480,000	0.85%
Year 2, Jan 1, 2002 to Dec 31, 2002	\$ 640,000	0.10%
Year 3, Jan 1, 2003 to Dec 31, 2003	\$2,360,000	0.33%
Year 4, Jan 1, 2004 to Dec 31, 2004	\$2,880,000	0.38%
Year 5, Jan 1, 2005 to Dec 31, 2005	\$3,360,000	0.45%
Succeeding Annual Periods beginning Jan 1, 2006	\$3,360,000	0.35%

(BA) is the Balancing Adjustment for the second through the twelfth months of the current distribution year which reconciles any over- or under-distribution of the net savings from prior periods. The Balancing Adjustment will be determined by dividing the differences between amounts which were expected to be distributed and the amounts actually distributed from the application of the Value Delivery Surcredit Factor from the previous year by the expected Kentucky jurisdictional retail electric revenues. A final Balancing Adjustment will be applied to customer billings in the second month following the termination of the Value Delivery Surcredit.

#### **TERMS OF DISTRIBUTION**

(1) The total distribution to Company's customers will, in no case, be less than the sum of the amounts shown above for Year 1 through Year 5, plus one-twelfth of the amount shown for Succeeding Annual Periods for each month the Value Delivery Surcredit is effective beginning January 1, 2006.

Date of Issue: March 31, 2006 Canceling Original Sheet No. 75 Issued July 20, 2004 Issued By Date E

Date Effective: With Bills Rendered On and After April 1, 2006

John R. McCall, Executive Vice President, General Counsel, and Corporate Secretary Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2005-00351 dated March 24, 2006 The filing of KU's base rate application will cause the Value Delivery Surcredit Rider ("VDSR") and associated billing credits to be withdrawn from service effective August 1, 2008, pursuant to the Commission's March 24, 2006 Order in Case No. 2005-000351

First Revision of Original Sheet No. 75.1 P.S.C. No. 13

## **VDSR**

# Value Delivery Surcredit Rider

- (2) On or before the 21st of the first month of each distribution year following Year 1, the Company will file with the Commission a status report of the Surcredit. Such report shall include a statement showing the amounts which were expected to be distributed and the amounts actually distributed in previous periods, along with a calculation of the Balancing Adjustment (BA) which will be implemented with customer billings in the second month of that distribution year to reconcile any previous over-or under-distributions.
- (3) The Value Delivery Surcredit shall be applied to the customer's bill following the rates and charges for electric service, but before application of the school tax, the franchise fee, sales tax or similar items.
- (4) The Value Delivery Surcredit shall terminate following completion of the billing month in which the Company files an application for an adjustment of electric base rates pursuant to KRS 278.190 or the Commission enters an order reducing electric base rates pursuant to KRS 278,260 and KRS 278,270.

Date of Issue: March 31, 2006 Canceling Original Sheet No. 75.1 Issued July 20, 2004 Issued By

Date Effective: With Bills Rendered On and After April 1, 2006

John R. McCall, Executive Vice President, General Counsel, and Corporate Secretary Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2005-00351 dated March 24, 2006 The filing of KU's base rate application will cause the Value Delivery Surcredit Rider ("VDSR") and associated billing credits to be withdrawn from service effective August 1, 2008, pursuant to the Commission's March 24, 2006 Order in Case No. 2005-000351

Original Sheet No. 76 P.S.C. No. 13

## STANDARD RIDER

## 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 the 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 the 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 the Company for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to the Company by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by the Company as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by the 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

#### 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.
- Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

# **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 the 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 the Company approved by and under the direction of the Kentucky Public Service Commission.

Date of Issue: July 20, 2004 Issued By Date Effective: October 16, 2003 Refiled: July 20, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
(ssued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, 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 -

- 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.
- 2) 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.

#### TERM OF CONTRACT

As agreed to in the franchise agreement. In the event such franchise agreement should tapse 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 teriff.

## 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: July 29, 2008

Date Effective: October 16, 2003 Refiled: July 29, 2008

Issued By: Lonnie E. Beilar, Vice President, State Regulation and Rates, Lexington, Kentucky

т

Original Sheet No. 77 P.S.C. No. 13

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 imposed by the county but not to exceed 3%.
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
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schools under KRS 160.613.  RATE

Date of Issue: July 20, 2004

Issued By

Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 91

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 lax imposed by the county but not to exceed 3%.

Date of Issue: July 29, 2008
Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

First Revision of Original Sheet No. 78 P.S.C. No. 13

STANDARD RIDER	HEA	
STANDARD RIDER	Home Energy Assistance Program	
	Hollie Ellergy Assistance 11-3	
ļ <sup></sup>		

# **APPLICABLE**

In all territory served.

# AVAILABILITY

To all residential customers.

# RATE

10¢ per meter per month.

# BILLING

The HEA charge shall be shown as a separate item on customer bills.

# SERVICE PERIOD

The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing October 1, 2007 through September 30, 2012, or as otherwise directed by the Public Service Commission. 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.

Date of Issue: September 21, 2007 Cancelling Original Sheet No. 78 Issued October 7, 2004

Issued By

Date Effective: October 1, 2007

Lonnie E. Bellar, Vice President State Regulation and Rates Louisville, Kentucky

Issued By Authority of an Order of the KPSC in Case No. 2007-00338 dated September 14, 2007

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 92

HEA Adjustment Clause Home Energy Assistance Program APPLICABLE In all territory served. AVAILABILITY To all residential customers. Т RATE \$0.10 per meter per month. The HEA charge shall be shown as a separate item on customer bills. SERVICE PERIOD The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing October 1, 2007 through September 30, 2012, or as otherwise directed by the Public Service Commission. 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.

Date of Issue: July 29, 2008

Date Effective: October 1, 2007 Refiled: July 29, 2008

Original Sheet No. 80 P.S.C. No. 13

# 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.
- 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, 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:
  - 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
  - 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 1-800-772-4536).

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered
On and After
July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14. 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.
- 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, 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
  your.
  - 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).

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 81 P.S.C. No. 13

# **TERMS AND CONDITIONS**

#### General

#### COMMISSION RULES AND REGULATIONS

All electric service supplied by the 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 the Company shall be in accordance with these "Terms and Conditions," which shall constitute a part of all applications and contracts for service.

## 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 the 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 the Company.

## 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 year each, subject to termination at the end of any year upon 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 the 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 the Company has previously supplied electric service.

Date of Issue: July 20, 2004 Date Effective: With Service Rendered Issued By On and After

July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, 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, which shall constitute a part of all applications and contracts for service.

# 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.

## ASSIGNMENT

No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.

# **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: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 82 P.S.C. No. 13

# **TERMS AND CONDITIONS**

# **Customer Responsibilities**

## APPLICATION FOR SERVICE

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

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

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

## TRANSFER OF APPLICATION

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

### **OPTIONAL RATES**

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

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

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

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

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

### **CUSTOMER'S EQUIPMENT AND INSTALLATION**

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

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered
On and After
July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, 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 electric 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 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.

#### 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 he 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 appual 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 his 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.

Date of Issue: July 29, 2008

Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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First Revision of Original Sheet No. 82.1 P.S.C. No. 13

# TERMS AND CONDITIONS

Customer Responsibilities

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

## OWNER'S CONSENT TO OCCUPY

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

# **ACCESS TO PREMISES AND EQUIPMENT**

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

# PROTECTION OF COMPANY'S PROPERTY

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

# **POWER FACTOR**

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

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

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

# **EXCLUSIVE SERVICE ON INSTALLATION CONNECTED**

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

Date of Issue: October 25, 2006 Canceling Original Sheet No. 82.1 Issued July 20, 2004 Issued By Date Effective: November 24, 2006

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

issued By Authority of Orders of the K.P.S.C. in Case Nos. 2005-00118 & 2005-00136 dated October 18, 2006

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 97.1

#### TERMS AND CONDITIONS

Customer Responsibilities

#### CUSTOMER'S EQUIPMENT AND INSTALLATION

Customer shall furnish, install, and maintain at his expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. 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 properly 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.

## 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 his own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 82.2 P.S.C. No. 13

# TERMS AND CONDITIONS Customer Responsibilities

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

#### LIABILITY

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

## NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD

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

### **PERMITS**

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

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

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

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered On and After July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 97.2

# TERMS AND CONDITIONS Customer Responsibilities

## **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.

## 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 his connected load, whether in a single increment or over an extended period, he 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.

# **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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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P.S.C. No. 14, Original Sheet No. 97.3

	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.					
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Date of Issue: July 29, 2008
Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Original Sheet No. 83 P.S.C. No. 13

# TERMS AND CONDITIONS

# Company Responsibilities

#### METERING

The electricity used will be measured by a meter or meters to be furnished and installed by the Company at its expense and all bills will be calculated upon the registration of said 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 the Company.

#### POINT OF DELIVERY OF ELECTRICITY

The point of delivery of electrical energy supplied by the Company shall be at the point, as designated by the Company, where Company's facilities are connected with the facilities of the customer, irrespective of the location of the meter

## **EXTENSION OF SERVICE**

The main transmission lines of the Company, or branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, the 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

The Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity to the customer's electric facilities at the voltage contracted for.

The 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 the Company's meter, including an adequate protective enclosure for the same if required, shall be made by the customer. Title to the meter shall remain in the Company, with the right to install, operate, maintain, and remove same. The customer shall protect such property of the Company from loss or damage, and no one who is not an agent of the Company shall be permitted to remove, damage or tamper with the same. The customer shall execute such reasonable form of easement agreement as may be required by Company.

Notwithstanding the provisions of 807 KAR 5:006, Section 13(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 the Company with realistic estimates of prospective electricity requirements.

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered
On and After
July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, 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. 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.

Notwithstanding the provisions of 807 KAR 5:006, Section 13(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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 83.1 p.S.C. No. 13

# TERMS AND CONDITIONS Company Responsibilities

# COMPANY NOT LIABLE FOR INTERRUPTIONS

The 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 the Company.

# COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

The Company is merely a supplier of electricity delivered to the point of connection of Company's and the 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 the customer or of third persons resulting from the presence, use or abuse of electricity on the 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 the Company

# LIABILITY

In no event shall the 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 fiability 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 the Company's service causes damage to the Company's property or injuries to persons, the Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold the Company harmless from any and all suits, claims, losses, and expenses associated therewith.

Date Effective: With Service Rendered Issued By On and After Date of Issue: July 20, 2004 July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 98.1

# TERMS AND CONDITIONS Company Responsibilities

Company will exercise reasonable care and diligence in an endeavor to supply service COMPANY NOT LIABLE FOR INTERRUPTIONS 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 detects 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.

Date of Issue: July 29, 2008

Original Sheet No. 84 P.S.C. No. 13

## **TERMS AND CONDITIONS**

## Character of Service

The electric service, under the rate schedules herein, from distribution lines will be 60 cycle, alternating current delivered from Company's various load centers at nominal voltages and phases, as available in a given location, as follows:

#### SECONDARY DISTRIBUTION VOLTAGES

Residential Service -

Single phase 120/240 volts three-wire service or 120/208Y volts three-wire where network system is used.

Two-wire service is restricted to those customers on the residential service rate schedule as of the effective date, July 1, 2004.

General Service -

Single phase 120/240 volts or 120/208Y volts where network system is available.

Where Company has three phase service available and where Customer has real need for three phase service, such service will be supplied at the option of Company at 240, 480 or 208Y volts where network system is available.

## **PRIMARY DISTRIBUTION VOLTAGES**

The Company's primary distribution voltage levels at load centers are 2,400; 4,160Y; 7,200; 8,320Y; 12,470Y and 34,500.

#### TRANSMISSION LINE VOLTAGES

The Company's transmission voltage levels are 69,000; 138,000 and 161,000.

Transmission service at 34,500 is restricted to those customers being billed at a transmission demand rate as of its effective date, July 1,2004.

# APPLICATION OF SERVICE VOLTAGE DIFFERENTIALS

To be eligible for the rate applicable to any voltage level other than distribution secondary voltage, a customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the distribution primary or transmission line voltage available at point of connection. In the event Company is required to provide a transformer station to reduce an available voltage to a lower voltage for delivery to a customer, the 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, the rate will be applied as though the customer were served at the next lower voltage classification from that of the actual delivery voltage. 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 the customer.

Date of Issue: July 20, 2004

Issued By

Date Effective: With Service Rendered

On and After July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, 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 volls three-wire service or 120/208Y volts three-wire where network system is available.

Non-Residential Service -

- Single phase 120/240 volls three-wire service or 120/208Y volts where network system is available.
- Three phase 240 volts three-wire, 480 volts three-wire, 120-208Y volts fourwire, or 277/480Y four-wire.

#### **PRIMARY VOLTAGES**

According to location, 2,400/4160Y volts, 7,200/12,470Y 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 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 7/1/04.
- 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-retundable 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 85 P.S.C. No. 13

# 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. Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, the Company will require, as a condition precedent to the application of the residential rate, that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to the Customer, the Company will allow service to two or more families to be taken through one meter, but in this event the energy blocks and minimum bills of the applicable residential rate shall be multiplied by the number of families thus served, such number of families to be determined on the basis of the number of kitchens in the building. At the Customer's option, in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to one Customer at an appropriate non-residential rate.
- Single family unit service shall include usage of electric energy customarily incidental to home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is carried on by the Customer in his residence.
- 3. A residential building used by a single family as a home, which is also used to accommodate roomers or boarders for compensation, will be billed at the residential rate provided it does not exceed 12 rooms in size. Such a residential building of more than twelve rooms used to accommodate roomers or borders for compensation will be classified as commercial and billed on the appropriate rate. In determining the room rating of rooming and boarding houses, all wired rooms shall be counted except hallways, vestibules, alcoves, closets, bathrooms, lavatories, garrets, attics, storage rooms, trunk rooms, basements, cellars, porches and private parages.
- Service used in residential buildings occupied by fraternity or sorority organizations associated with educational institutions will be classified as residential and billed at the residential rate.
- 5. Where both residential and general or commercial classes of service are supplied through a single meter, such combined service shall be billed at the appropriate non-residential rate. The Customer may arrange his wiring so as to separate the general service from the residential service, in which event two meters will be installed by the Company and separate residential and general service rates applied to the respective classes of service.
- 6. If a farm Customer's barns, pump house or other outbuildings are located at such distance from his residence as to make it impracticable to supply service thereto through his residential meter, the separate meter required to measure service to such remotely located buildings will be considered a separate service contract and billed as a separate Customer on the applicable general service rate.
- Single-phase power service used for domestic purposes will be permitted under Residential Rate RS when measured through the residential meter subject to the conditions set forth below:

Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered
On and After
July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30. 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, 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.

- Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, Company will require, as a condition precedent to the application of the residential rate, that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to Customer, Company will allow service to two or more families to be taken through one meter, but in this event the minimum bills of the applicable residential rate shall be multiplied by the number of families thus served, such number of families to be determined on the basis of the number of kitchens in the building. At Customer's option, in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to one customer at an appropriate non-residential rate.
- Single family unit service shall include usage of electric energy customarily incidental to home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is carried on by Customer in his residence.
- 3. A residential building used by a single family as a home, which is also used to accommodate roomers or boarders for compensation, will be billed at the residential rate provided it does not exceed twelve (12) rooms in size. Such a residential building of more than twelve (12) rooms used to accommodate roomers or borders for compensation will be classified as commercial and billed on the appropriate rate. In determining the room rating of rooming and boarding houses, all wired rooms shall be counted except hallways, vestibules, alcoves, closets, baltrooms, lavatories, garrets, attics, storage rooms, trunk rooms, basements, cellars, porches and private garages.
- Service used in residential buildings occupied by fratemity or sorority organizations associated with educational institutions will be classified as residential and billed at the residential rate.
- 5. Where both residential and general or commercial classes of service are supplied through a single meter, such combined service shall be billed at the appropriate non-residential rate. Customer may arrange his wiring so as to separate the general service from the residential service, in which event two meters will be installed by Company and separate residential and general service rates applied to the respective classes of service.
- 6. If Customer's barns, pump house or other outbuildings are located at such distance from his residence as to make it impracticable to supply service thereto through his residential meter, the separate meter required to measure service to such remotely located buildings will be considered a separate service contract and billed as a separate customer on the applicable non-residential rate.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 85.1 P.S.C. No. 13

# TERMS AND CONDITIONS Residential Rate Specific Terms and Conditions

- (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 105 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 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 105 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.
- 8. No three-phase power service will be rendered under Residential Rate Schedule RS.

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Issued By

Date Effective: With Service Rendered

On and After July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30. 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 100.1

# Single-phase power service used for domestic purposes will be permitted under Residential Rate RS when measured through the residential meter subject to the conditions set forth below:

TERMS AND CONDITIONS

Residential Rate Specific Terms and Conditions

- (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 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 lockedrotor currents of all motors so started.
- (d) Any motor or motors served through a separate meter will be billed as a separate customer.

Date of Issue: July 29, 2008

Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 86 P.S.C. No. 13

# TERMS AND CONDITIONS

# Billing

# METER READINGS AND BILLS

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 6.

All bills will be based upon meter readings made in accordance with the Company's meter reading schedule. The 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

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 meter fails to register properly by reason of damage, accident, etc., the Company shall have the right to estimate the customer's consumption during the period of failure on the basis of such factors as the customer's connected load, healing 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 the Company during business hours, or at other locations designated by the Company, within 10 days from date of rendition thereof.

Failure to receive a bill does not exempt a customer from these provisions of the Company's Terms and Conditions.

# READING OF SEPARATE METERS NOT COMBINED

For billing purposes, each meter upon the customer's premises will be considered separately and readings of two or more meters will not be combined except where the Company's operating convenience requires the installation of two or more meters upon the customer's premises instead of one meter.

Date Effective: With Service Rendered Issued By Date of Issue: July 20, 2004 On and After July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 101

# TERMS AND CONDITIONS

Billing

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 6. METER READINGS AND BILLS

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 melers at least quarterly, except that customer-read melers 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

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 ten (10) days from date of rendition thereof. If full payment is not received within five (5) days after the due date of the bill, a late payment charge will be assessed on the current month's charges.

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 mater 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.

Date of Issue: July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky Date Effective: September 1, 2008

Original Sheet No. 86.1 P.S.C. No. 13

# TERMS AND CONDITIONS

Billing

#### MONITORING OF CUSTOMER USAGE

In order to detect unusual deviations in individual customer consumption, the Company will monitor the usage of each customer at least once annually. Should an unusual deviation in the customer's consumption be found which cannot be attributed to a readily identified cause, the Company will 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, the Company will contact the customer by telephone or an writing to determine whether here 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, the Company will test the customer's meter to determine whether it shows an average error greater than 2 percent fast or slow. The Company will notify the customers of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 10(4) and (5). In addition to the annual monitoring, the Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

#### RESALE OF ELECTRIC ENERGY

Electric energy furnished under the Company's standard application or contract is for the use of the customer only and no customer shall reself such energy to any other person, firm, or corporation on the customer's premises or for use on any other premises without the written consent of Company. If energy is resold in accordance with such written consent of Company, the energy may be resold only under one of the following two procedures: (1) the bill for electric service shall be divided by the total Kwh's delivered to the customer by Company and the resulting cost per Kwh shall then be applied to the Kwh's of energy used by each end-user; or (2) such energy shall be resold at rates which are identical to the rates which would be charged by the Company for like and contemporaneous service.

Date of Issue: July 20, 2004

issued By

Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 101.1

# 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 annually. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause. Company will 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 will contact Customer by telephone or in writing to determine whether mere 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 Customer's service line. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether it shows an average error greater than two (2) percent fast or slow. Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 10(4) and (5). In addition to the annual monitoring, Company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

# 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 87 P.S.C. No. 13

# TERMS AND CONDITIONS

# Deposits

The Company may require a minimum cash deposit or other guaranty to secure payment of bills except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection. The Company may offer customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first three normal billing periods. Service may be refused or discontinued for failure to pay the requested deposit.

Generally, deposits will be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (pnmarily utilized with new customers having no prior history with the Company), as well as historic and ongoing payment and credit history with the 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. Satisfactory payment criteria with the 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.

If a non-residential customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by the Company in its sole discretion, the Company may require a new or additional deposit from the customer. A new or additional deposit may also be required if the customer's classification of service changes or if there is a substantial change in usage.

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 the customer's bills, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to the customer's bill prior to 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 the customer.

Residential deposits will be retained for a period not to exceed 12 months, provided the customer has met satisfactory payment and credit criteria. Non-residential deposits will be maintained as long as the customer remains on service.

If a deposit is held longer than 18 months, the deposit will be recalculated at the customer's request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a non-residential customer, the Company may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

# **DEPOSIT AMOUNT**

Residential customers will pay a deposit in the amount of \$115.00, which is calculated in accordance with 807 KAR5:006 Section 7(1)(b).

Non-residential customers' deposits shall be based upon actual usage of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar

Date Effective: With Service Rendered Issued By Date of Issue: July 20, 2004 On and After

July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 102

# TERMS AND CONDITIONS

#### Deposits

## GENERAL

- 1) Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 7, except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection.
- 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.
  - a) 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
- 3) Company may offer customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first three (3) 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, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$150.00, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
- 3) 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.
- 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.

Date of Issue: July 29, 2008

Date Effective: September 1, 2008

Original Sheet No. 87.1 P.S.C. No. 13

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Date of Issue: July 20, 2004 July 1, 2004 Michael S. Beer, Vice President

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

# Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 102.1

# TERMS AND CONDITIONS Deposits

- 1) General service customers are those customers served under General Service, Sheet No. GENERAL SERVICE
  - 2) The deposit for a general service customer is in the amount of \$140.00, which is calculated in accordance with 807 KAR 5:006, Section 7(1)(b).
  - 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.

- 1) The deposit for all other customers, those not classified herein as residential or general OTHER SERVICE service, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 87 KAR 5:006, Section 7(1)(a).
- For customers not meeting the parameters of GENERAL 2), above, Company may retain Customer's deposit as long as Customer remains on service.
- 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
- 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.

Date of Issue: July 29, 2008

Original Sheet No. 88 P.S.C. No. 13

# TERMS AND CONDITIONS Budget Payment Plan

The Company's Budget Payment Plan is available to any residential customer or general service customer. Under this plan, a customer may elect to pay, each month, a budgeted amount in lieu of billings for actual usage. A customer may enroll in this plan at any time.

The budgeled amount will be determined by the Company and will be based on one-twelfth of the customer's usage for either an actual or estimated twelve months. The budgeted amount will be subject to review and adjustment by the 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 50 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, the 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: July 20, 2004 Issued By D

Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 103

# TERMS AND CONDITIONS Budget Payment Plan

Company's Budget Payment Plan is available to any residential customer or general service customer. Under this plan, a customer may elect to pay, each month, a budgeted amount in fieu 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 89 P.S.C. No. 13

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Date of Issue: July 20, 2004 Issued By Date Effective: With Service Rendered On and After

July 1, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 104

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Date of Issue: July 29, 2008
Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Original Sheet No. 89.1 P.S.C. No. 13

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Date of Issue: July 20, 2004

Issued By

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

Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 104.1

	TERMS AND CONDITIONS	
	Bill Format	**********
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Date of Issue: July 29, 2008

Date Effective: September 1, 2008
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

First Revision of Original Sheet No. 90 P.S.C. No. 13

# TERMS AND CONDITIONS Discontinuance of Service

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

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

Date of Issue: February 23, 2007 Canceling Original Sheet No. 90

issued By

Date Effective: February 13, 2007

issued July 20, 2004

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

Issued By Authority of an Order of the KPSC in Case No. 2006-00009 dated February 13, 2007

# **Kentucky Utilities Company**

P.S.C. No. 14, 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 to serve an applicant or customer under the following conditions:

- A When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce 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 to his last known
- 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 his 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 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 14(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 14(1)(f). Final Bills transferred following a lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Second Revision of Original Sheet No. 90.1 P.S.C. No. 13

# **TERMS AND CONDITIONS**

#### Discontinuance of Service

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

- H. For non-payment of bills. The Company shall have the right to discontinue service for non-payment of bills after the customer has been given at least ten days written notice separate from his original bill. Cut-off may be effected not less than 27 days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than 30 days from the original date of discontinuance. The Company shall notify the customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.
- I. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means a customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to the customer may be discontinued without notice. Within twenty-four (24) hours after such termination, the Company shall send written notification to the customer of the reasons for such discontinuance of service and of the customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. The Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. The Company shall not be required to restore service until the customer has complied with all rules of the Company and regulations of the Commission and the Company has been reimbursed for the estimated amount of the service rendered and the cost to the Company incurred by reason of the fraudulent use.

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

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

The Company may defer written notice based on the customer's payment history provided the Company continues to provide the required ten days written notice prior to discontinuance of service.

Date of Issue: February 23, 2007 Canceling First Revision of Original Sheet No. 90.1 Issued April 11, 2006

Date Effective: February 13, 2007

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

Issued By

issued By Authority of an Order of the KPSC in Case No. 2006-00009 dated February 13, 2007

# **Kentucky Utilities Company**

P.S. C. No. 14, Original Sheet No. 105.1

## **TERMS AND CONDITIONS**

# Discontinuance of Service

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 his 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, 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 filling 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 compilied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered and the cost to Company incurred by reason of the fraudulent use.

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 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: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 91 P.S.C. No. 13

# TERMS AND CONDITIONS

# Special Terms and Conditions for Electric Service

# (1) EXTENSION OF SERVICE TO NEW SUBDIVISIONS

When electric lines are proposed to be built into a subdivision, which subdivision is subject to the junsdiction of a public commission, board, committee or other agency which may zone or otherwise regulate the use of the land in the area and requires a plat (or plan) of the subdivision; the subdivider or those responsible for development of the project shall furnish the Company with a plat (or plan) of the subdivision showing street and lot locations with utility easement including restrictions as required.

Said plat (or plan) shall have been approved by above named group or agencies. IF the agency so requires, said plat (or plan) shall also have been duly recorded in the office of the Clerk of the County Court of the county in which the subdivision is located.

In areas where no such group or agencies exist or has jurisdiction, the developer or subdivider will furnish the Company the required easement to provide permanent service to the subdivision.

# (2) UNDERGROUND INSTALLATIONS

Underground installations shall be in accord with Company rules approved by PSC of Kentucky governing such installations.

# (3) ELECTRIC SERVICE ENTRANCE REQUIREMENTS

(a) The location of all electrical service entrances and metering equipment must be approved by the Company and no wiring affected by the service entrance or meter locations shall be installed until these locations have been approved. All service entrances when installed must be so located as to facilitate proper connections and to provide adequate clearances according to the National Electrical Safety Code, latest revision, or according to the table below.

# MINIMUM VERTICAL CLEARANCES FOR SERVICE CONDUCTORS (0 TO 750 VOLTS)

Conductor Type	At Point of Attachment to House(1)	Above Streets, Roads, Alley Or Other Public Ways	Above Residential <u>Oriveways</u>	Above <u>Buildings</u>
Triplex/Quadruplex	12.0 Ft. (3)	16.0 Ft.	16.0 Ft.	11.0 FL(2)
Open Wire	12.0 Ft.	16.5 Ft.	16.5 Ft.	11.5 FL

- (1) The clearances must be maintained over any generally accessible areas such as porches, sloop, steps, etc., which may be above ground level.
- (2) If the roof of the building cannot be readily walked upon, this clearance may be reduced
- (3) The point of attachment of a service drop should not be more than 30 feet above ground level, unless a greater height is necessary to insure proper clearance of the service line.
- (4) All the listed clearances must be reviewed by Engineering when the service conductor is within 25 feet of swimming pools.

Date Effective: July 1, 1989 issued By Date of Issue: July 20, 2004 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 106

# TERMS AND CONDITIONS I ine 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

- 1) All extensions of service will be made through the use of overhead facilities except as
- 2) 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
- 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 service is to bee extended into, Customer shall furnish Company the required easement.
- The title to all extensions, rights-of way, permits, and easements shall be and remain with
- Where Company is required or elects to construct an additional extension or lateral to serve Customer or another customer, Company reserves the right to connect to any extension constructed under this plan and Customer shall grant to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property for the additional
- 6) Customer must agree in writing to take service when the extension is completed and have his building or other permanent facility wired and ready for connection.
- 7) 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

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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Original Sheet No. 91.1 P.S.C. No. 13

## **TERMS AND CONDITIONS**

# Special Terms and Conditions for Electric Service

(b) All new single phase electric wiring installations and all existing single phase wiring installations at the time of any alteration must be wired for a minimum of 120/240 volts, 3 wire, 100 ampere service; except an electric installation supplying a structure with useable floored area not in excess of 500 square feet, requiring not more than two branch circuits of 15 amperes capacity each, may be wired for 120 volts, 2 wire, 30 ampere service.

The Company reserves the right to require the balancing of the load on 3 wire systems.

#### (4) CONDITIONS OF RENDERING SERVICE

The Company shall have the right to refuse connection and at any time to discontinue service being rendered to any facilities if such facilities are not in accordance with the Company's Rules and Regulations. The Company, in rendering electrical service to the facilities of the Customer, shall be relieved from responsibility for any damage that may result from rendering such service. Disconnection shall not be considered as a cancellation of the agreement and shall not relieve the Customer of any minimum or other guarantees.

## **RULES PERTAINING TO MULTI-SERVICE INSTALLATIONS**

If a Customer has need for a three phase power service and a single phase lighting or x-ray service at the same TRANSFORMER BANK LOCATION, these services may be metered through two secondary meters or one primary meter. If the service is metered through one primary meter, and if the Company owns any of the transformers, the service is to be billed on a secondary voltage rate.\*

When two or more TRANSFORMER LOCATIONS are required, either single phase or three phase, three methods may be used to provide this service.

# METHOD I: Secondary Rate - Secondary Metering

If the Customer requires service in more than one location and requests the Company to furnish service at each location, a separate meter and contract will be required for each service, each of these services to be billed on the rate applicable.

#### METHOD II: Secondary Rate - Primary Metering\*

If the Customer requires service in more than one location, the Company will furnish the transformers (single or three phase) for one location. The Customer will own all other transformers, line and equipment to serve any other location. This service to be billed as secondary delivery on the best applicable rate.

In multi-service installations where the Company has provided one transformer installation (single or three phase), the original installation made is to remain the Company's location so long as service is required at this point. This installation subject to changes in capacity to be made by the Company, as required by the Customer's load.

Date of Issue: July 20, 2004 Issued By Date Effective: October 1, 1980 Refiled: July 20, 2004

Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 106.1

# TERMS AND CONDITIONS

#### Line Extension Plan

#### C. GENERAL (continued)

- feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.
- 8) 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.
- 9) 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

- 1) 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) No refund shall be made for additional customers connected to an extension or lateral from 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 (10) year refund period ends.
- 6) 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

- 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.

Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 91.2 P.S.C. No. 13

# TERMS AND CONDITIONS

# Special Terms and Conditions for Electric Service

If the Customer requires service in more than one location and the Customer elects to take this METHOD III: Primary or Transmission Rate\* if the Customer requires service in more than one rocation and the customer elects to take this service at the primary or transmission voltage available for delivery at the Customer's location service at the printery or transmission voltage available for observery at the Customer's location and also owns all transformers and facilities from one point of delivery, then the Service may be and also owns an inamounters and racinities from one point of pentery, from the set applicable rate. metered and billed as primary or transmission delivery on the best applicable rate.

If the Customer does not wish to own the transformers and appurtenances thereto, the Company, at its option, may furnish standard type transformers and associated equipment upon negotiation of a facilities agreement with the Customer.

Pole lines may be furnished by the Company upon the negotiation of a facilities agreement when these lines are presently available, or when duplicate pole lines would otherwise be required by the Customer and the Company.

NOTE: \* The Customer will maintain and service all facilities owned by him.

Date Effective: October 1, 1980 Refiled: July 20, 2004 Issued By Date of Issue: July 20, 2004

Michael S. Boer, Vice President
Lexington, Kentucky
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 106.2

# TERMS AND CONDITIONS Line Extension Plan

- MUBILE HUME LINE EXTENSIONS for service to mobile homes in accordance with 807 KAR

  1) Company will make line extensions for service to mobile homes in accordance with 807 KAR Company will find a line caterisions for service to mount number in accordance with our 5:041, Section 12, and Commission's Order, dated August 9, 1991, in Case No. 91-213, G. MOBILE HOME LINE EXTENSIONS
  - 2) Company shall provide, at no cost, a line extension of up to 300 feet to Customer requesting
  - permanent service for a mobile nome.

    3) Company shall provide to Customer requesting permanent service for a mobile home a line. Company small 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 extension in excess of 300 feet and up to 1,000 feet but Company may require the total cost. extension in excess of 300 feet, based on the average cost per foot of the total extension. of the footage in excess of additional participation of the footage in excess of additional participation of the policies set forth in Beyond 1,000 feet, the policies set forth in
  - 4) Each year for four (4) years Company shall refund to Customer equal amounts of the deposit
  - 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
  - 6) No refund will be made except to the original customer.

# H. UNDERGROUND LINE EXTENSIONS

- Company will make underground line extensions for service to new residential customers and
- 2) In order that Company may make timely provision for materials, and supplies, Company may in order that company may make unery provision or 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 Conditions with Company at least six (b) months prior to the anticipated date service is needed and Company may require Customer to deposit with Company at least 10% of any needed and Company may require Continue in deposit with Company at least 10% of any amounts due under the contract at the time of execution. Customer shall deposit the balance amounts are united in contract with Company phot to ordering materials of any amounts due under the contract with Company phot to ordering materials of ommencement 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 Customer shall give Company at least 120 bays willer house phor to the amorphalso date service is needed and Company will undertake to complete installation of its facilities at least Service is needed and company will observate to complete instantion of its receives at reast 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 At Company's discretion, Customer may perform a work commodition to Company's specifications, including but not limited to conduit, setting pads, or any required trenching specifications, including our not limited to contour, setting paus, or any required itericritical and backfilling, and Company shall credit amounts due from Customer for underground
- 5) Customer will provide, own, operate and maintain all electric facilities on his side of the
- 6) In consideration of Customer's underground service, Company shall credit any amounts due in consideration of customers underground service, company show a service any amounts doe under the contract for each service at the rate of \$50,00 or Company's average estimated
- 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.

יטמיט באופטנועם: ספון ופחוטפר זו, בשטט Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky Date of Issue: July 29, 2008 Date Effective: September 1, 2008

Original Sheet No. 92 P.S.C. No. 13

# **LINE EXTENSION PLAN**

## For Electric Service

#### AVAILABILITY

In all territory within the Company's service boundaries where adequate facilities do not exist to supply service to the Customer's needs.

#### **DEFINITIONS**

- (1) "Company" shall mean the Kentucky Utilities Company.
- (2) "Customer" shall mean the applicant for electric 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.
- (3) "Line Extension" shall mean the facilities required to serve the applicant by the shortest most convenient route to the Company from the nearest adequate facilities to the delivery point excluding transformers, meters, and service drop, if required and normally provided like Customers
- (4) "Permanent Service" shall mean service contracted for one year or more where the intended use is not seasonal, intermittent, or speculative in nature.
- (5) "Commission" shall mean the Kentucky Public Service Commission.

# **GENERAL**

- (1) A Customer's requesting service which requires an extension(s) will furnish to the Company, at no cost, properly executed easement(s) for right-of-way across the property to be served.
- (2) The title to all extensions, right-of-ways, permits, and easements shall be and remain with the Company.
- (3) Where the Company is required or elects to construct an additional extension or lateral to serve a Customer(s), the Company reserves the right to connect to any extension constructed under this plan and Customer shall grant executed easement at no cost to Company across Customer's property for such additional extension or lateral.
- (4) Nothing herein shall be construed as preventing the 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.
- (5) The Company shall not be obligated to extend its electric lines in cases where such extensions, in the judgment of the Company, would be infeasible, impractical, or contrary to good engineering or operating practice, unless otherwise ordered by the Commission.

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Michael S. Beer, Vice President Lexington, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

# Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 106.3

# TERMS AND CONDITIONS Line Extension Plan

## H. UNDERGROUND EXTENSIONS General (continued)

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

- 1) A medium density residential subdivision is defined as containing (en 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 \$6.88 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 \$15.81 per aggregate lot front-foot along all streets contiguous to the fols 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 len-year refund period ends.

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Original Sheet No. 92.1 P.S.C. No. 13

# LINE EXTENSION PLAN

# For Electric Service

# LINE EXTENSIONS FOR PERMANENT SERVICE

# (1) NORMAL EXTENSIONS

An extension of 1,000 feet or less of single phase line shall be made by the Company to its existing distribution line without charge for a prospective Customer who shall apply for and contract to use the service for one (1) year or more and provides guarantee for such service The "service drop" to Customer premises from the distribution line at the last pole shall not be included in the foregoing measurements. This distribution line extension shall be limited to service where installed transformer capacity does not exceed 25 KVA. When Company extends service to a Customer who may require polyphase service or whose installed transformer capacity will exceed 25 KVA, Company may require the Customer to pay, in advance, a non-refundable amount for the additional cost of construction which exceeds that for a single phase line or where the installed transformer capacity does not exceed 25 KVA

# (2) OTHER EXTENSIONS

- (a) When an extension of the Company's line to serve an applicant or group of applicants amounts to more than 1,000 feet per Customer, the Company may require total cost of the excessive footage over 1,000 feet per Customer to be deposited with the Company by the applicant or applicants, based on the average estimated cost per foot of the total extension.
- (b) Each Customer receiving service under such extension will be reimbursed under the following plan: Each year, for a refund period of not less than ten (18) years, the Company shall refund to the Customer(s), who made the deposit for the excessive footage, the cost of 1,000 feet of extension in place for each additional Customer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom. Total amount refunded shall not exceed the amount deposited. No refund shall be made after the refund period ends.
- (c) For additional Customers connected to an extension or lateral from the distribution line, the Company shall refund to any Customer, who made the deposit for excessive footage, the cost of 1,000 feet of line less the length of the lateral or extension.

# (3) SUBDIVISIONS

An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year, for a period of not less than ten (10) years, the Company shall refund to the applicant, who made the deposit for the extension, a sum equivalent to the cost of 1,000 feet of the extension installed for each additional Customer connected during the year. Total amount refunded shall not exceed the amount deposited. No refund shall be made after the refund period ends.

When electric lines are proposed to be built into a subdivision, which subdivision is subject to the jurisdiction of a public commission, board, committee or other agency which may zone or otherwise regulate the use of the land in the area and requires a plat (or plan) of the subdivision; the subdivider or those responsible for development of the project shall furnish the Company with a plat (or plan) of the subdivision showing street and fol locations with utility easement including restrictions as required.

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# **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 106.4

# TERMS AND CONDITIONS

Line Extension Plan

# H. UNDERGROUND EXTENSIONS (continued)

# 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
- 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.
  - . 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
  - 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.

In cases where a particular residential subdivision does not meet the conditions provided Other Underground Subdivisions 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 customers needs, Company may request Customer deposit with Company a refundable
- 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.

Date of Issue: July 29, 2008

Original Sheet No. 92.2 P.S.C. No. 13

# For Electric Service

Said plat (or plan) shall have been approved by above named group or agencies. If the agency so requires, said plat (or plan) shall also have been duly recorded in the office of the Clerk of the County Court of the county in which the subdivision is located.

In areas where no such group or agencies exist or has jurisdiction, the developer or subdivider will furnish the Company the required easement to provide permanent service to the subdivision.

## (4) SPECIAL CASES

- (a) Permanent service requests for mobile homes will be provided under the Commission's Regulation 807 KAR 5:041, Section 12. As provided in Order dated August 9, 1991 in Case No. 91-213, the Company will not require contributions for that portion of mobile home line extensions between 150 and 300 feet.
- (b) Permanent service requests for underground construction may be provided under the Company's Policy governing the supply of electric service underground in compliance with the Commission's Regulation 807 KAR 5:041, Section 21, in connection with the immediately preceding paragraphs (1), (2) and (3).
- (c) When the service requested requires delivery at voltages of 34,500 and more or when the service requested is for seasonal, intermittent, or speculative in nature, a refundable advance may be required. When such an advance is required, a "Refundable Advance Supplemental Agreement" form, in the amount of the total cost of the extension, should be completed, executed by Company and Customer, and attached to the "Contract For Electric Service." The method of refund, as set out in the Agreement, is that the Company will repay in electric service to the Customer so much of the advance as would be represented by the sum of 20 percent of the Customer's net bill for electricity used during the first five years the Customer is served. The total amount refunded shall not exceed the full amount advanced and in such case as at the end of the 5-year period, the amount refunded does not equal the amount of the advance, then the Company will not be required to make up or pay the difference.

A non-refundable contribution may be required in cases where the Customer does not have a real need or in cases where the estimated revenue does not justify the required investment.

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Michael S. Beer, Vice President
Lexington, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2003-00434 dated June 30, 2004

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#### **Kentucky Utilities Company**

First Revision of Original Sheet No. 93 P.S.C. No. 13

#### 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:

- 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.
- 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 signal-lighting services.

Issued By

Date of Issue: January 11, 2007 Canceling Original Sheet No. 93 Issued July 20, 2004 Date Effective: January 8, 2007

John R. McCall, Executive Vice President,
General Counsel, and Corporate Secretary
Louisville, Kentucky
Issued By Authority of an Order of the KPSC in Case No. 2006-00351 dated January 8, 2007

#### **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 107

#### **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 Curtaillment 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:

- 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.
- "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.
- 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 signal-lighting services.

Date of Issue: July 29, 2008

Date Effective: January 8, 2007 Roffled July 29, 2008

issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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#### **Kentucky Utilities Company**

First Revision of Original Sheet No. 93.1 P.S.C. No. 13

#### **TERMS AND CONDITIONS**

#### **Energy Curtailment and Service Restoration Procedures**

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.

The Company maintains lists of customers with life support equipment and other critical needs for the purpose of curtailments and service restorations. The 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 the Company if he 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. The 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:
  - 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 greater than that necessary to maintain a temperature of not less than 78 degrees during operation of cooling equipment and not more than 65 degrees during operation of healing equipment.
  - F. Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.

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Issued July 20, 2004

John R. McCall, Executive Vice President, General Counsel, and Corporate Secretary Louisville, Kentucky Issued By Authority of an Order of the KPSC in Case No. 2006-00351 dated January 8, 2007

#### **Kentucky Utilities Company**

P.S.C. No. 14, Original Sheet No. 107.1

#### TERMS AND CONDITIONS

#### Energy Curtailment and Service Restoration Procedures

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, tacking 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 he has critical needs.

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- (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:
  - 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.

Date of Issue: July 29, 2008

Date Effective: January 8, 2007 Refiled July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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## **Kentucky Utilities Company**

Original Sheet No. 93.2 p.S.C. No. 13

## TERMS AND CONDITIONS

## **Energy Curtailment and Service Restoration Procedures**

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 the 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 the Company's rights under the Curtailable Service Rider tariff.
- 2. Power output will be maximized at the Company's generating units.
- Company use of energy at its generating stations will be reduced to a minimum.
- 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.
- 6. 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.
- 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 outlages, it may be necessary to balance specific individual needs with infrastructure needs that affect a larger population. When practical, the Company will attempt to provide estimates of repair times to aid customers in assessing the need for alternative power sources and temporary relocations.

Date of Issue: January 11, 2007 Canceling Original Sheet No. 93.2 Issued July 20, 2004

Date Effective: January 8, 2007 Issued By

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

Issued By Authority of an Order of the KPSC in Case No. 2006-00351 dated January 8, 2007

## **Kentucky Utilities Company**

P.S.C. NO. 14, Original Sheet No. 107.2

#### TERMS AND CONDITIONS

## **Energy Curtallment and Service Restoration Procedures**

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.

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#### CURTAILMENT PROCEDURES

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Date of Issue: July 29, 2008

Date Effective: January 8, 2007 Rolled July 29, 2008

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Filing Requirement 807 KAR 5:001 Section 10(1)(a)9 Sponsoring Witness: Lonnie E. Bellar

## **Description of Filing Requirement:**

A statement that customer notice has been given in compliance with subsections (3) and (4) of this section with a copy of the notice.

## Response:

See attached Certificate of Notice.

## KU's Certificate of Notice

#### COMMONWEALTH OF KENTUCKY

#### BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY UTILITIES	)	
COMPANY FOR AN ADJUSTMENT	)	CASE NO. 2008-00251
OF BASE RATES	)	

#### **CERTIFICATE OF NOTICE**

Pursuant to the Kentucky Public Service Commission's Regulation 807 KAR 5:001, Section 10(1)(a)(9), I hereby certify that I am Lonnie E. Bellar, Vice President, State Regulation and Rates, for Kentucky Utilities Company ("KU" or "Company"), a utility furnishing retail electric service within the Commonwealth of Kentucky which, on the 29th day of July, 2008, filed an application with the Kentucky Public Service Commission for the approval of an adjustment of the electric rates, terms, and conditions of KU, and that notice to the public of the filing of the application has been completed in all respects as required by 807 KAR 5:001, Section 10(3) and (4) and 807 KAR 5:011, Section 9(2), as follows:

On the 29th day of July, 2008, the notice to the public was delivered for exhibition and public inspection at the offices and places of business of the Company in the territory affected thereby, to-wit, at the following places:

Barlow Maysville Campbellsville Middlesboro Carrollton Midway Danville Morehead Earlington Morganfield Eddyville Mt. Sterling Elizabethtown Paris Georgetown Richmond Greenville Shelbyville Somerset Harlan Versailles Lexington Lexington North Winchester London

and that the same will be kept open to public inspection at said offices and places of business in conformity with the requirements of 807 KAR 5:001, Section 10(4)(f).

I further certify that more than twenty (20) customers will be affected by said change by way of an increase in their rates or charges, and that on the 15<sup>th</sup> day of July, 2008 there was delivered to the Kentucky Press Association, an agency that acts on behalf of newspapers of general circulation throughout the Commonwealth of Kentucky in which customers affected reside, for publication therein once a week for three consecutive weeks beginning the week of July 22, 2008, a notice of the filing of KU's application, including its proposed rates, a copy of said notice being attached hereto, and a list of newspapers of general circulation throughout the Commonwealth of Kentucky in which customers affected reside, a copy of said list being attached hereto. A certificate of publication of said notice will be furnished to the Kentucky Public Service Commission upon completion of same pursuant to 807 KAR 5:001, Section 10(4)(d).

In addition, Kentucky Utilities Company will include a general statement explaining the Application in this case with the bills for all Kentucky retail customers during the course of their regular monthly billing cycle in August, 2008.

Given under my hand this 29th day of July, 2008,

Connie E. Bellar

Vice President, State Regulation and Rates

E.ON U.S. LLC

220 West Main Street

Louisville, Kentucky 40202

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 29th day of July, 2008.

Notary Public (SEAL)

My Commission Expires:

<u>November 9, 2010</u>

#### NOTICE

Notice is hereby given that Kentucky Utilities Company seeks approval by the Public Service Commission, Frankfort, Kentucky of an adjustment of electric rates and charges to become effective on and after September 1, 2008.

#### KU CURRENT AND PROPOSED ELECTRIC RATES

#### Residential Service - Rate RS

**Current Rate** 

Customer Charge: \$5.00 per month Energy Charge: 5.774¢ per kWh

Minimum Charge: The Customer Charge.

**Proposed Rate** 

Customer Charge: \$8.49 per month Energy Charge: \$0.05774 per kWh

Minimum Charge: The Customer Charge.

#### Volunteer Fire Department Service - Rate VFD

**Current Rate** 

Customer Charge: \$5.00 per month Energy Charge: 5.774¢ per kWh

Minimum Charge: The Customer Charge.

**Proposed Rate** 

Customer Charge: \$8.49 per month Energy Charge: \$0.05774 per kWh

Minimum Charge: The Customer Charge.

#### General Service - Rate GS

**Current Rate** 

Customer Charge: \$10.00 per month Energy Charge: 6.745¢ per kWh

Primary Service Discount: A 5% Primary Discount will be applied to the bill, including the minimum charge, of any primary or voltage delivery customer who has a demand of 50 kilowatts or more during the billing period.

Minimum Charge: Service under this schedule is subject to a minimum of the greater of (a) \$10.00 per month to include the first 20 kW or less of capacity, or (b) \$10.00 per month, plus \$1.64 per kW for demand in excess of 20 kW, which shall be determined from the greater of (1), (2), (3), or (4) as follows:

- (1) The maximum demand registered in the current month;
- (2) 75% of the highest monthly maximum demand registered in the preceding 11 months.
- (3) The contract capacity, based on the expected maximum kW demand upon the system.
- (4) 60% of the kW capacity of facilities specified by the customer.

Proposed Rate

Customer Charge: \$10.00 per meter per month for single phase service

\$10.00 per meter per month for three-phase service

Energy Charge: \$0.06745 per kWh

Primary Service Discount: This rate schedule will no longer be available to

customers served at primary voltage.

Minimum Charge: The Customer Charge.

#### All Electric School - Rate AES

#### **Current Rate**

Energy Charge: 5.557¢ per kWh

Minimum Charge: An Annual Minimum Charge of \$19.56 per kW for all connected equipment, except air-conditioning and other individual equipment of one kW or less, but not less than \$196.11 per year.

#### **Proposed Rate**

Energy Charge: \$0.05815 per kWh

Minimum Charge: An Annual Minimum Charge of \$20.47 per kW for all connected equipment, except air-conditioning and other individual equipment of one kW or less, but not less than \$204.70 per year.

#### Large Power Service - Rate LP

#### **Current Rate**

Customer Charge: \$75.00 per month

Maximum Load Charge:

Secondary Distribution \$7.65 per kW of maximum load in the month \$7.26 per kW of maximum load in the month \$6.92 per kW of maximum load in the month

Energy Charge: 3.282 cents per kWh

Minimum Charge: Service under this schedule is subject to an annual minimum of \$91.80 per kilowatt for secondary delivery, \$87.12 per kilowatt for primary delivery and \$83.04 per kilowatt for transmission delivery for each yearly period based on the greater of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly maximum load during such yearly period.
- (b) The contract capacity, based on the expected maximum kW demand upon the system.
- (c) 60 percent of the kW capacity of facilities specified by the customer.
- (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; Transmission delivery, \$4,152.00 per year.
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

### **Proposed Rate** (to be titled "Power Service Rate PS")

Customer Charge:

Secondary Distribution \$75.00 per month Primary Distribution \$75.00 per month

Maximum Load Charge:

Secondary Distribution \$7.65 per kW of maximum load in the month Primary Distribution \$7.26 per kW of maximum load in the month Energy Charge:

Secondary Distribution \$0.03282 per kWh Primary Distribution \$0.03282 per kWh

Minimum Charge: Service under this schedule is subject to an annual minimum of \$91.80 per kilowatt for secondary delivery and \$87.12 per kilowatt for primary delivery for each yearly period based on the greatest

- of (a), (b), (c), (d), or (e) as follows:
- (a) The highest monthly maximum load during such yearly period;
- (b) The contract capacity, based on the expected maximum kW demand upon the system;
- (c) Sixty percent of the kW capacity of facilities specified by the customer:
- (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; or,
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

This service will not be available to customers served at transmission voltages. Such customers must be served under proposed Retail Transmission Service Rate RTS.

#### <u>Large Commercial/Industrial Time-of-Day Service - Rate LCI-TOD</u> Currently Rate

Customer Charge:

\$120.00 per month

Maximum Load Charge:

	Primary	Transmission
On-Peak Demand per kW	\$5.12	\$4.93
Off-Peak Demand per kW	\$1.27	\$1.27

Energy Charge:

3.282 cents per kWh

Minimum Charge: Service under this schedule is subject to an annual minimum of \$61.44 per kilowatt for primary and \$59.16 per kilowatt for transmission on-peak delivery for each yearly period based on the great of (a), (b), (c), (d), or (e), as follows:

- (a) The highest monthly on-peak maximum load during such yearly period.
- (b) The contract capacity, based on the expected on-peak maximum kW demand upon the system
- (c) Sixty percent of the kW capacity of facilities specified by the customer.
- (d) Primary delivery, \$307,200 per year; transmission delivery \$295,800 per year.
- (e) Minimum may be adjusted where customer's service required an abnormal investment in special facilities.

<u>Proposed Rate</u> (to be titled "Large Time-of-Day Service Rate LTOD" available for primary service only)

Customer Charge:

\$120.00 per month

Maximum Load Charge:

On-Peak Demand per kW \$5.12 Off-Peak Demand per kW \$1.27

Energy Charge:

\$0.03282 per kWh

Minimum Charge: Service under this schedule is subject to an annual minimum of \$61.44 per kilowatt for primary on-peak delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e), as follows:

- (a) The highest monthly on-peak maximum load during such yearly period;
- (b) The contract capacity, based on the expected on-peak maximum kW demand upon the system;
- (c) Sixty percent of the kW capacity of facilities specified by the customer;
- (d) Primary delivery, \$307,200 per year; or,

(e) Minimum may be adjusted where customer's service required an abnormal investment in special facilities.

This service will not be available to customers served at transmission voltages. Such customers must be served under proposed Retail Transmission Service Rate RTS.

#### Coal Mining Power Service - Rate MP

#### **Current Rate**

Customer Charge: \$75.00 per month

Maximum Load Charge:

Primary Distribution \$5.45 per kW of the maximum load per month Transmission Line \$5.33 per kW of the maximum load per month Energy Charge: 3.479¢ per KWH

Minimum Charge: Not less than the greater of (a), (b) or (c) as follows:

- (a) \$65.40 for primary delivery and \$63.96 for transmission delivery for each yearly period for each kilowatt of capacity reserved by the customer's application.
- (b) \$65.40 per kilowatt for primary delivery or \$63.96 per kilowatt for transmission delivery, for each yearly period based on highest monthly maximum load during such yearly period.
- (c) No less than an amount to be determined by any special investment required to serve.

#### **Proposed Rate**

Coal Mining Power Service Rate MP is being canceled. Primary service customers currently served under Rate MP will be served under proposed Power Service Rate PS. Transmission service customers currently served under Rate MP will be served under proposed Retail Transmission Service Rate RTS.

#### Large Mine Power Time-of-Day - Rate LMP-TOD

#### **Current Rate**

Customer Charge: \$120.00 per month

Maximum Load Charge: Primary Transmission
On-Peak Demand \$5.79 \$5.25
Off-Peak Demand \$1.13 \$1.13

Energy Charge: 3.082¢ per kWh

Minimum Charge: Not less than the greater of (a), (b), or (c) as follows:

- (a) \$69.48 for primary delivery and \$63.00 for transmission delivery for each yearly period for each kilowatt of capacity reserved by the customer's application, based on not less than 5,000 kW.
- (b) \$69.48 per kilowatt for primary delivery and \$63.00 per kilowatt for transmission delivery, for each yearly period based on the highest monthly on-peak maximum load during such yearly period.
- (c) Not less than an amount to be determined by any special investment required to serve.

#### **Proposed Rate**

Large Mine Power Time-of-Day Rate LMP-TOD is being canceled. Primary service customers currently served under Rate LMP-TOD will be served under proposed Large Time-of-Day Service Rate LTOD. Transmission service customers will be served under proposed Retail Transmission Service Rate RTS

#### Large Industrial Time-of-Day Service - Rate LI-TOD

**Current Rate** 

Customer Charge: \$120.00 per month Energy Charge: \$0.03282 per kWh

Demand Charge:

Standard Load Charges:

 Primary
 Transmission

 On-Peak
 \$4.79 per kVA
 \$4.58 per kVA

 Off-Peak
 \$0.93 per kVA
 \$0.93 per kVA

Fluctuating Load Charges:

 On-Peak
 \$2.29 per kVA
 \$2.20 per kVA

 Off-Peak
 \$0.37 per kVA
 \$0.37 per kVA

Minimum Charge: The minimum bill will be the Demand Charge.

**Proposed Rate** (to be titled "Industrial Service Rate IS")

Customer Charge: \$120.00 per month

Energy Charge:

Primary Distribution \$0.03282 per kWh Transmission Distribution \$0.03282 per kWh

Demand Charge:

Standard Load Charges:

 Primary
 Transmission

 On-Peak
 \$4.79 per kVA

 Off-Peak
 \$0.93 per kVA

 \$0.93 per kVA
 \$0.93 per kVA

Fluctuating Load Charges:

 On-Peak
 \$2.29 per kVA
 \$2.20 per kVA

 Off-Peak
 \$0.37 per kVA
 \$0.37 per kVA

Minimum Charge: The minimum bill will be the Demand Charge.

#### Small Time-of-Day Service Rider – Rate STOD

#### **Current Rate**

Customer Charge: \$90.00 per month

Demand Charge:

Secondary \$7.65 per kW per month Primary \$7.26 per kW per month Transmission \$6.92 per kW per month

Energy Charge:

On-Peak \$0.03879 per kWh Off-Peak \$0.02596 per kWh

Minimum Charge: Service under this schedule is subject to an annual minimum of \$91.80 per kilowatt for secondary delivery, \$87.12 per kilowatt for primary delivery and \$83.04 per kilowatt for transmission delivery for each yearly period based on the greater of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly maximum load during such yearly period.
- (b) The contract capacity, based on the expected maximum KW demand upon the system.
- (c) 60 percent of the KW capacity of facilities specified by the customer.
- (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; Transmission delivery, \$4,152.00 per year.

(e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

**Proposed Rate** (to be titled "Time-of-Day Service Rate TOD")

Customer Charge:

Secondary \$ 90.00 per month Primary \$120.00 per month

Energy Charge:

Secondary Distribution \$0.03282 per kWh Primary Distribution \$0.03282 per kWh

Maximum Load Charge per kW: Secondary Primary
On-Peak Demand \$6.39 \$6.00
Off-Peak Demand \$1.27 \$1.27

Minimum Charge: Service under this schedule is subject to an annual minimum of \$76.68 per kilowatt for secondary delivery, and \$72.00 per kilowatt for primary delivery for each yearly period based on the greatest of (a), (b), (c), (d), or (e) as follows:

- (a) The highest monthly on-peak maximum load during such yearly period;
- (b) The contract capacity, based on the expected maximum kW demand upon the system;
- (c) 60 percent of the kW capacity of facilities specified by the customer;
- (d) Secondary delivery, \$918.00 per year; Primary delivery, \$2,178.00 per year; or
- (e) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities.

#### Retail Transmission Service Rate RTS

Current Rate This rate schedule is not currently available.

#### **Proposed Rate** (Applicable for Transmission Service Only)

Customer Charge: \$120.00

Energy Charge: \$ 0.03252 per kWh

Maximum Load Charge per kVA:

On-Peak Demand \$ 4.39 Off-Peak Demand \$ 1.13

Minimum Charge: Service under this rate schedule is subject to an annual minimum of \$52.68 per kVA for transmission on-peak delivery for each yearly period based on the greatest of (a), (b), (c), or (d) as follows:

- (a) The highest monthly on-peak load during such yearly period;
- (b) The contract capacity, based on the expected maximum kW demand upon the system;
- (c) Sixty percent of the kW capacity of facilities specified by the customer; or,
- (d) Minimum may be adjusted where customer's service requires an abnormal investment in special facilities

#### Street Lighting Service - Rate ST. LT.

#### **Current Rate**

#### STANDARD/ORNAMENTAL SERVICE

Load/Light Rate Per Light Per Month
Standard Ornamental

Incandescent System			
1,000 Lumens (approx.)	102 KW/Light	\$ 2.76	\$ 3.42
2,500 " "	.201 KW/Light	3.64	4.48
4,000 " "	.327 KW/Light	537	6.35
6,000 " "	.447 KW/Light	7.19	8,28
Mercury Vapor	-		
	.207 KW/Light	\$ 7.73	10.09
	.294 KW/Light	9.12	11.22
•	453 KW/Light	11.13	12.81
High Pressure Sodium			*****
_	.060 KW/Light	\$ 5.46	\$ 8.20
· · · · · · · · · · · · · · · · · · ·	,083 KW/Light	6.00	8.74
•	.117 KW/Light	6.84	9.77
-			
22,000	.242 KW/Light	10.36	13.29
•	.485 KW/Light	17.07	19.99
DECORATIVE UNDERGR		<u>CE</u>	
High Pressure Sodium (HPS			
	Lumen	Load/Light	Monthly Rate
Type of Pole & Fixture	<u>Output</u>	<u>In KW</u>	Per Light
Acorn (Decorative Pole)	4,000	0.060	\$10.82
Acorn (Historic Pole)	4,000	0.060	\$17.29
Acorn (Decorative Pole)	5,800	0.083	\$11.77
Acom (Historic Pole)	5,800	0.083	\$17.94
Acorn (Decorative Pole)	9,500	0.117	\$12.59
Acorn (Historic Pole)	9,500	0.117	\$18.78
Colonial	4,000	0.060	\$ 7.40
Colonial	5,800	0.083	\$ 7.96
Colonial	9,500	0.117	\$ 8.71
Coach	5,800	0.083	\$26.62
Coach	9,500	0.117	\$27.36
Contemporary	5,800	0.117	\$27.50 \$13.50
	•		
Contemporary	9,500	0.117	\$16.15
Contemporary	22,000	0.242	\$19.13
Contemporary	50,000	0.485	\$25.42
GranVille	16,000	0.150	\$40.55
Gran Ville Accessories:			
Single Crossarm Bracket			\$16.28
Twin Crossarm Bracket			\$18.12
24 Inch Banner Arm			\$ 2.82
24 Inch Clamp Banner Am	n		\$ 3.90
18 Inch Banner Arm			\$ 2.60
Flagpole Holder			\$ 1.20
Post-Mounted Receptacle			\$16.90
Base-Mounted Receptacle			\$16.31
Additional Receptacles			\$ 2.31
Planter			\$ 3.91
Proposed Rate			nge wenye k
STANDARD/ORNAMENT	AL SERVICE		
	Load/Light	Rate Der 1	Light Per Month
	LOUW LIEIR	Standard	
		Stanuaru	Omamental

Incandescent System

1,000 Lumens (approx	(.) .102 kW/Light	\$ 2.76	\$ 3.42
2,500 "	" 201 kW/Light	3.64	4.48
4,000 "	" .327 kW/Light	5.37	6.35
6,000 "	" .447 kW/Light	7.19	8.28
Mercury Vapor			
7,000 Lumens (approx	(.) .207 kW/Light	\$ 7.73	10.09
10,000 " "	' 294 kW/Light	9.12	11.22
20,000 " "	' .453 kW/Light	11.13	12.81
High Pressure Sodium			
4,000 Lumens (approx	(.) .060 kW/Light	\$ 5.72	\$ 8.60
5,800 " "	' .083 kW/Light	6.29	9.16
9,500 " "	' .117 kW/Light	7.17	10.24
22,000 " "	.242 kW/Light	10.86	13.93
50,000 " "	.485 kW/Light	17.90	20.96
DECORATIVE UNDE	RGROUND SERVIC	Œ	

High Pressure Sodium (HPS)				
	Lumen	Load/Light	Monthly Rate	
Type of Pole & Fixture	Output	<u>In kW</u>	Per Light	
A (D	4.000	0.000	#10.0 <b>0</b>	
Acorn (Decorative Pole)	4,000	0.060	\$10.82	
Acorn (Historic Pole)	4,000	0.060	\$18.13	
Acorn (Decorative Pole)	5,800	0.083	\$12.34	
Acom (Historic Pole)	5,800	0.083	\$18.81	
Acorn (Decorative Pole)	9,500	0.117	\$13.20	
Acom (Historic Pole)	9,500	0.117	\$19.69	
Colonial	4,000	0.060	\$ 7.76	
Colonial	5,800	0.083	\$ 8.35	
Colonial	9,500	0.117	\$ 9.13	
Coach	5,800	0.083	\$27.91	
Coach	9,500	0.117	\$28.69	
Contemporary	5,800	0.083	\$14.15	
Contemporary	9,500	0.117	\$16.93	
Contemporary	22,000	0.242	\$20.06	
Contemporary	50,000	0.485	\$26.65	
GranVille	16,000	0.150	\$42.52	
Gran Ville Accessories:				
Single Crossarm Bracket			\$17.07	
Twin Crossarm Bracket			\$19.00	
24 Inch Banner Arm			\$ 2.96	
24 Inch Clamp Banner Arm			\$ 4.09	
18 Inch Banner Arm			\$ 2.73	
18 Inch Clamp on Banner Arn	1		\$ 3.37	
Flagpole Holder			\$ 1.26	
Post-Mounted Receptacle			\$17.72	
Base-Mounted Receptacle			\$17.10	
Additional Receptacles			\$ 2.42	
Planter			\$ 4.10	
Clamp On Planter			\$ 4.56	
			4	

Private Outdoor Lighting - Rate P.O. LT
Approx. kW Current Rate Monthly

Type of Light	Lumens	Rating	Charge
Standard (Served Overhead)			
Mercury Vapor	7,000	207	e 076
Open Bottom	7,000	.207	\$ 8.76
Cobra	20,000	.453	\$11.13
High Pressure Sodium	£ 000	003	m 40C
Open Bottom	5,800	.083	\$ 4.86
Open Bottom	9,500	.117	\$ 5.62
Cobra	22,000	.242	\$10.36
Cobra	50,000	.485	\$17.07
Directional (Served Overhead)	A #AA	0.145	<b>.</b>
High Pressure Sodium	9,500	0.117	\$ 6.70
High Pressure Sodium	22,000	0.242	\$ 9.79
High Pressure Sodium	50,000	0.485	\$15.34
Metal Halide Commercial and In			#10.03
Directional Fixture Only	12,000	0.207	\$10.03
Directional Fixture/Wood Pole	12,000	0.207	\$12.08
Directional Fixture/Metal Pole	12,000	0.207	\$18.78
Directional Fixture Only	32,000	0.450	\$14.52
Directional Fixture/Wood Pole	32,000	0.450	\$16.58
Directional Fixture/Metal Pole	32,000	0.450	\$23.27
Directional Fixture Only	107,800	1.080	\$30.58
Directional Fixture/Wood Pole	107,800	1.080	\$33.43
Directional Fixture/Metal Pole	107,800	1.080	\$39.32
Contemporary Fixture Only	12,000	0.207	\$11.17
Contemporary/Metal Pole	12,000	0.207	\$19.94
Contemporary Fixture Only	32,000	0.450	\$16.13
Contemporary/Metal Pole	32,000	0.450	\$24.87
Contemporary Fixture Only	107,800	1.080	\$33.23
Contemporary/Metal Pole	107,800	1.080	\$41.99
Decorative HPS (Served Underg			
Acom (Decorative Pole)	4,000	0.060	\$11.11
Acorn (Historic Pole)	4,000	0.060	\$17.29
Acorn (Decorative Pole)	5,800	0.083	\$11.77
Acom (Historic Pole)	5,800	0.083	\$17.94
Acom (Decorative Pole)	9,500	0.117	\$12.61
Acorn (Historic Pole)	9,500	0.117	\$18.78
Colonial	4,000	0.060	\$ 7.40
Colonial	5,800	0.083	\$ 7.96
Colonial	9,500	0.117	\$ 8.71
Coach	5,800	0.083	\$26.62
Coach	9,500	0.117	\$27.36
Contemporary	5,800	0.083	\$13.50
Contemporary	9,500	0.117	\$16.15
Contemporary	22,000	0.242	\$19.13
Contemporary	50,000	0.485	\$25.42
GranVille	16,000	0.150	\$40.55
Gran Ville Accessories:			<u>.</u>
Single Crossarm Bracket			\$16.28
Twin Crossarm Bracket			\$18.12
24 Inch Banner Arm			\$ 2.82

24 Inch Clamp Banner Arm			\$ 3.90
18 Inch Banner Arm			\$ 2.60
Flagpole Holder			\$ 1.20
Post-Mounted Receptacle			\$16.90
Base-Mounted Receptacle			\$16.31
Additional Receptacles			\$ 2.31
Planter			\$ 3.91
Proposed Rate:	Approx.	kW	Monthly
Type of Light	Lumens	Rating	<u>Charge</u>
Standard (Served Overhead)			
Mercury Vapor			
Open Bottom	7,000	.207	\$ 8.76
Cobra	20,000	.453	\$11.13
High Pressure Sodium			
Open Bottom	5,800	.083	\$ 5.10
Open Bottom	9,500	.117	\$ 5.89
Cobra	22,000	.242	\$10.86
Cobra	50,000	485	\$17.90
Directional (Served Overhead)	•		
High Pressure Sodium	9,500	0.117	\$ 7.02
High Pressure Sodium	22,000	0.242	\$10.26
High Pressure Sodium	50,000	0.485	\$16.08
Metal Halide Commercial and I	•	hting	
Directional Fixture Only	12,000	0.207	\$10.52
Directional Fixture/Wood Pole	12,000	0.207	\$12.67
Directional Fixture/Metal Pole	12,000	0.207	\$19.69
Directional Fixture Only	32,000	0.450	\$15.22
Directional Fixture/Wood Pole	32,000	0.450	\$17.38
Directional Fixture/Metal Pole	32,000	0.450	\$24.40
Directional Fixture Only	107,800	1.080	\$32.06
Directional Fixture/Wood Pole	107,800	1.080	\$35.05
Directional Fixture/Metal Pole	107,800	1.080	\$39.32
Contemporary Fixture Only	12,000	0.207	\$11.71
Contemporary/Metal Pole	12,000	0.207	\$20.91
Contemporary Fixture Only	32,000	0.450	\$16.91
Contemporary/Metal Pole	32,000	0.450	\$26.08
Contemporary Fixture Only	107,800	1.080	\$34.84
Contemporary/Metal Pole	107,800	1.080	\$44.03
Decorative HPS (Served Unders	•	1.000	Ψ11,05
Acorn (Decorative Pole)	4,000	0.060	\$11.65
Acom (Historic Pole)	4,000	0.060	\$17.29
Acorn (Decorative Pole)	5,800	0.083	\$12.34
Acom (Historic Pole)	5,800	0.083	\$18.13
Acorn (Decorative Pole)	9,500	0.117	\$13.22
Acorn (Historic Pole)	9,500	0.117	\$19.69
Colonial	4,000	0.060	\$ 7.76
Colonial	5,800	0.083	\$ 8.35
Colonial	9,500	0.083	\$ 9.13
Coach	5,800	0.083	\$27.91
Coach	9,500	0.083	\$27.91
Contemporary	5,800	0.117	\$14.15
Contemporary	2,000	0.000	Φ17.13

Contemporary	9,500	0.117	\$16.93
Contemporary	22,000	0.242	\$20.06
Contemporary	50,000	0.485	\$26.65
GranVille	16,000	0.150	\$42.52
Gran Ville Accessories:			
Single Crossarm Bracket			\$17.07
Twin Crossarm Bracket			\$19.00
24 Inch Banner Arm			\$ 2.96
24 Inch Clamp Banner Arm			\$ 4.09
18 Inch Banner Arm			\$ 2.73
18 Inch Clamp Banner Arm			\$ 3.37
Flagpole Holder			\$ 1.26
Post-Mounted Receptacle			\$17.72
Base-Mounted Receptacle			\$17.10
Additional Receptacles			\$ 2.42
Planter			\$ 4.10
Clamp On Planter			\$ 4.56

#### Lighting Energy Service Rate LE

#### **Current Rate**

This rate schedule is not currently available.

**Proposed Rate** 

\$0.04782 per kWh

#### Traffic Energy Service Rate TE

#### **Current Rate**

This rate schedule is not currently available.

#### **Proposed Rate**

Customer Charge:

\$3.84 per meter per month

Energy Charge:

\$0.05848 per kWh

Minimum Bill: The Customer Charge.

### <u>Curtailable Service Rider 1 – Rider CSR1</u>

#### **Current Rate**

Demand Credit of:

Primary (\$3.20) per KW
Transmission (\$3.10) per KW
Non-Compliance Charge

Primary \$16.00 per KW
Transmission \$16.00 per KW

**Proposed Rate** 

Demand Credit of:

Primary (\$3.20) per kW
Transmission (\$3.10) per kW
Non-Compliance Charge

Primary \$16.00 per kW
Transmission \$16.00 per kW

#### Curtailable Service Rider 2 – Rider CSR2

#### **Current Rate**

Demand Credit of:

Primary (\$4.19) per KW

Transmission (\$4.09) per KW

Non-Compliance Charge

Primary \$16.00 per KW Transmission \$16.00 per KW

**Proposed Rate** 

Demand Credit of:

Primary (\$4.19) per kW Transmission (\$4.09) per kW

Non-Compliance Charge

Primary \$16.00 per kW Transmission \$16.00 per kW

#### Curtailable Service Rider 3 – Rider CSR3

#### **Current Rate**

Demand Credit of:

Primary (\$3.20) per KW Transmission (\$3.10) per KW

Non-Compliance Charge

Primary \$16.00 per KW Transmission \$16.00 per KW

#### **Proposed Rate**

Demand Credit of:

Primary (\$3.20) per kW Transmission (\$3.10) per kW

Non-Compliance Charge

Primary \$16.00 per kW Transmission \$16.00 per kW

#### Standard Rider for Excess Facilities - Rider EF

#### **Current Rate**

Charge for distribution facilities: Carrying Cost: 0.93%

Operating Expenses: 0.56%

**Proposed Rate** 

Charge for distribution facilities: Carrying Cost: 0.93% Operating Expenses: 0.56%

#### Standard Rider for Supplemental or Standby Service - Rider SS

**Current Rate** This rider is not currently available.

#### **Proposed Rate**

Contract Demand per kVA per month:

Secondary \$6.15 Primary \$5.80 Transmission \$5.63

#### Standard Rider for Redundant Capacity Charge - Rider RC

#### **Current Rate**

Capacity Reservation Charge

Secondary Distribution \$0.80 per KW per month

Primary Distribution \$0.63 per KW per month

Proposed Rate

Capacity Reservation Charge

Secondary Distribution \$0.80 per kW per month Primary Distribution \$0.63 per kW per month

#### <u>Load Reduction Incentive Rider – Rider LRI</u>

Current RateUp to \$0.30 per KWHProposed RateUp to \$0.30 per kWh

#### **Returned Payment Charge**

**Current Rate** \$ 9.00 **Proposed Rate** \$ 10.00

#### Meter Test Charge

 Current Rate
 \$31.40

 Proposed Rate
 \$60.00

#### Disconnecting and Reconnecting Service Charge

**Current Rate** \$20.00 **Proposed Rate** \$25.00

#### **Meter Pulse Charge**

<u>Current Rate</u> This rate is not currently available.

#### **Proposed Rate**

Where a Customer desires and Company is willing to provide data meter pulses, a charge of \$9.00 per month will be made for those data pulses. Time pulses will not be supplied.

#### Meter Data Processing Charge

#### **Current Rate**

This rate is not currently available.

#### **Proposed Rate**

A charge of \$2.75 per report will be made to cover the cost of processing, generating, and providing recorder metered customer with profile reports.

Kentucky Utilities Company proposes the following new tariffs and/or charges: Retail Transmission Service Rate RTS, Lighting Energy Service Rate LE, Traffic Energy Service Rate TE, Supplemental /Standby Service Rate SS, Meter Pulse Charge, Meter Processing Charge, and a Late Payment Charge.

With this filing, KU proposes to charge a Late Payment fee, applicable to the following rates: Residential Rate RS, Volunteer Fire Department Rate VFD, General Service Rate GS, All Electric School Rate AES, Proposed Power Service Rate PS, Proposed Time-of-Day Service Rate TOD, Proposed Large Time-of-Day Service Rate LTOD, Proposed Retail Transmission Service Rate RTS, and Proposed Industrial Service Rate IS. KU's due date for bills will remain 10 days from date of bill; however, the Late Payment Charge will be applied if the bill is paid

more than five (5) days after the bill due date. The Late Payment Charge will be 5% of a bill's net charges (including net minimum bills when applicable) for the following rate schedules: Rate RS, Rate VFD, and Rate GS. The Late Payment Charge will be 1% of a bill's net charges (including net minimum bills when applicable) for the following rate schedules: Rate PS, Rate TOD, LTOD, Rate RTS, and Rate IS.

In addition, Kentucky Utilities Company proposes to change the text of the following electric tariffs: Residential Rate RS, Volunteer Fire Department Rate VFD, General Service Rate GS, All Electric School Rate AES, Large Power Service Rate LP, Large Commercial/Industrial Time-of-Day Service Rate LCI-TOD, Large Industrial Time-of-Day Service Rate LI-TOD, Small Time-of-Day Service Rate STOD, Street Lighting Service Rate ST. LT, Private Outdoor Lighting Rate P.O.LT, Net Metering Service Rate NMS, Curtailable Service Rider 3 Rate CSR3, Excess Facilities Rate EF, Temporary and/or Seasonal Service Rider TS, Demand Side Management Cost Recovery Mechanism DSM, and Environmental Cost Recovery Surcharge ECR.

In addition to the foregoing proposed changes in rates and text, KU is proposing numerous changes in the terms and conditions of providing service to its customers. These changes include, but are not limited to, the scope, applicability of service, and rate structure for each of the rate schedules and classes identified above. The changes also include numerous substantive, form or both changes to the terms and conditions for providing services to every customer class. These changes, if approved, may, among other changes, cause certain customers presently served under the General Service, Mining and Public Lighting classes to be assigned to a more appropriate rate schedule which reflects their load and operating characteristics, nature of the use, quality and quantity of service used, time when used, purpose for which used and other reasonable considerations.

Copies of the proposed tariffs containing text changes may be obtained by contacting Lonnie E. Bellar, Kentucky Utilities Company at 220 West Main Street, Louisville, Kentucky, 502-627-4830.

The foregoing rates reflect a proposed annual increase in revenues of approximately 2.0% to Kentucky Utilities Company.

The estimated amount of the annual increase, or decrease, per customer class is as follows: Residential: \$17,329,356, 4.27%; General Service: \$446,784, 0.32%; Large Power: \$(70,621), (0.02)%; Large Commercial/Industrial Time-of-Day: \$(38,022), (0.02)%; Small Time-of-Day: \$88,707, 0.92%; Mine Power: \$675,586, 6.32%; Large Mine Power Time of Day: \$34,295, 0.19%; Lighting: \$785,809, 4.22%.

The average monthly bill for each customer class to which the proposed electric rates will apply will increase, or decrease, approximately as follows: Residential: \$3.50, 4.27%; General Service: \$0.48, 0.32%; Large Power: \$(0.63), (0.02)%; Large Commercial/Industrial Time-of-Day:

\$(69.77), (0.02)%; Small Time of Day: \$139.48, 0.92%; Mine Power: \$1,387.24, 6.32%; Large Mine Power: \$283.43, 0.19%; Lighting: \$0.40, 4.22%.

The filing of KU's base rate application will cause the Value Delivery Team ("VDT") Surcredit Tariff and associated billing credits to be withdrawn from service effective August 1, 2008, pursuant to the Commission's March 24, 2006 Order in Case No. 2005-00351. The VDT Surcredit is a 0.293% monthly credit to customers' bills. In its base rate application, KU is proposing to include all savings associated with the VDT initiative in the calculation of its proposed base rates. When the new base rates become effective, customers should receive the benefit of all, including the shareholders' portion, of these savings through base rates.

The filing of KU's base rate application will also cause the Merger Surcredit Rider ("MSR") Tariff and associated billing credits to be withdrawn from service effective with the change in base rates pursuant to the Commission's June 26, 2008 Order in Case No. 2007-00563. The MSR Surcredit is a 0.868% monthly credit to customers' bills. In its base rate application, KU is proposing to include all MSR savings in the calculation of its proposed base rates. When the new base rates become effective, customers should receive the benefit of all, including the shareholders' portion, of these savings through base rates.

The rates contained in this notice are the rates proposed by Kentucky Utilities Company. However, the Public Service Commission may order rates to be charged that differ from these proposed rates. Such action may result in rates for customers other than the rates contained in this notice.

Notice is further given that any corporation, association, body politic or person with a substantial interest in the matter may request leave to intervene by motion within thirty (30) days after notice of the proposed rate changes is given. The motion shall be submitted to the Public Service Commission, 211 Sower Boulevard, P. O. Box 615, Frankfort, Kentucky 40601, and shall set forth the grounds for the request, including the status and interest of the party. Intervention may be granted beyond the thirty (30) day period for good cause shown. Any person who has been granted intervention may obtain copies of the application and any other filing made by the utility by contacting Lonnie E. Bellar, Vice President – State Regulation and Rates, Kentucky Utilities Company, c/o E.ON U.S. LLC, 220 West Main Street, Louisville, Kentucky, 502-627-4830.

A copy of the application and testimony shall be available for public inspection at the office of Kentucky Utilities Company, 100 Quality Street, Lexington, Kentucky, or the Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky.

A copy of this Notice and the proposed tariff, once filed, shall also be available for public inspection on Kentucky Utilities Company's website at www.eon-us.com.

Kentucky Utilities Company c/o E.ON U.S. LLC 220 West Main Street P. O. Box 32010 Louisville, Kentucky 40232 502-627-4830 Public Service Commission 211 Sower Boulevard P. O. Box 615 Frankfort, Kentucky 40601 502-564-3940

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Filing Requirement 807 KAR 5:001 Section 10(2) Sponsoring Witness: Lonnie E. Bellar

## **Description of Filing Requirement:**

Notice of Intent. Utilities with gross annual revenues greater than \$1,000,000 shall file with the commission a written notice of intent to file a rate application at least four (4) weeks prior to filing their application. The notice of intent shall state whether the rate application shall be supported by a historical test period or a fully forecasted test period. This notice shall be served upon the Attorney General, Utility Intervention and Rate Division.

### Response:

See attached.

## KU's Notice of Intent



Ms. Stephanie L. Stumbo Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40601

RECEIVED

JUL 01 2008

PUBLIC SERVICE COMMISSION Kentucky Utilities Company State Regulation and Rates 220 West Main Street PO Box 32010 Louisville, Kentucky 40232 www.eon-us.com

Lonnie E. Bellar Vice President T 502-627-4830 F 502-217-2109 Ionnie bellar@eon-us.com

July 1, 2008

Dear Ms. Stumbo:

Please take notice that Kentucky Utilities Company ("KU") intends to file on or after July 29, 2008, a rate application for a general adjustment in its electric base rates. The application will be supported by a historic test year ending April 30, 2008.

Please assign this matter a case number and style and advise us of the same so that it can be incorporated into the application and supporting testimony before it is filed with the Commission.

Should you have any questions, please contact me at your first convenience.

Sincerely,

Lonnie E. Bellar

Homie Bell

cc: Office of the Attorney General, Rate Intervention Division

Filing Requirement 807 KAR 5:001 Section 10(3) Sponsoring Witness: Lonnie E. Bellar

## **Description of Filing Requirement:**

Form of notice to customers. Every utility filing an application pursuant to this section shall notify all affected customers in the manner prescribed herein. The notice shall include the following information:

- (a) The amount of the change requested in both dollar amounts and percentage change for each customer classification to which the proposed rate change will apply;
- (b) The present rates and the proposed rates for each customer class to which the proposed rates would apply;
- (c) Electric, gas, water and sewer utilities shall include the effect upon the average bill for each customer class to which the proposed rate change will apply;
- (d) Local exchange companies shall include the effect upon the average bill for each customer class for the proposed rate change in basic local service;
- (e) A statement that the rates contained in this notice are the rates proposed by (name of utility); however, the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice:
- (f) A statement that any corporation, association, or person with a substantial interest in the matter may, by written request, within thirty (30) days after publication or mailing of this notice of the proposed rate changes request to intervene; intervention may be granted beyond the thirty (30) day period for good cause shown;

Filing Requirement 807 KAR 5:001 Section 10(3) Sponsoring Witness: Lonnie E. Bellar

### Description of Filing Requirement (continued):

- (g) A statement that any person who has been granted intervention by the commission may obtain copies of the rate application and any other filings made by the utility by contacting the utility through a name and address and phone number stated in this notice;
- (h) A statement that any person may examine the rate application and any other filings made by the utility at the main office of the utility or at the commission's office indicating the addresses and telephone numbers of both the utility and the commission; and
- (i) The commission may grant a utility with annual gross revenues greater than \$1,000,000, upon written request, permission to use an abbreviated form of published notice of the proposed rates provided the notice includes a coupon which may be used to obtain all of the information required herein.

## Response:

Please refer to the Certificate of Notice at Tab 9.

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Filing Requirement 807 KAR 5:001 Section 10(4)(a) Sponsoring Witness: Lonnie E. Bellar

## **Description of Filing Requirement:**

Manner of notification. Sewer utilities shall give the required typewritten notice by mail to all of their customers pursuant to KRS 278 185.

### Response:

Not applicable to KU's Application.

Filing Requirement 807 KAR 5:001 Section 10(4)(b) Sponsoring Witness: Lonnie E. Bellar

## **Description of Filing Requirement:**

Manner of notification. Applicants with twenty (20) or fewer customers affected by the proposed general rate adjustment shall mail the required typewritten notice to each customer no later than the date the application is filed with the commission.

## Response:

Not applicable to KU's Application.

Filing Requirement 807 KAR 5:001 Section 10(4)(c) Sponsoring Witness: Lonnie E. Bellar

#### Description of Filing Requirement:

Manner of notification. Except for sewer utilities, applicants with more than twenty (20) customers affected by the proposed general rate adjustment shall give the required notice by one (1) of the following methods:

- 1. A typewritten notice mailed to all customers no later than the date the application is filed with the commission;
- 2. Publishing the notice in a trade publication or newsletter which is mailed to all customers no later than the date on which the application is filed with the commission; or
- 3. Publishing the notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in the utility's service area, the first publication to be made within seven (7) days of the filing of the application with the commission.

### Response:

KU has complied with 807 KAR 5:001, Section 10(4)(c) by delivering to newspapers of general circulation in its service area a copy of the notice attached to the Certificate of Notice at Tab 9 for publication once a week for three (3) consecutive weeks in a prominent manner, the first of said publications to be made within seven (7) days of the filing of the application, as set forth in the Certificate of Notice at Tab 9.

Filing Requirement 807 KAR 5:001 Section 10(4)(d) Sponsoring Witness: Lonnie E. Bellar

#### **Description of Filing Requirement:**

Manner of notification. If the notice is published, an affidavit from the publisher verifying the notice was published, including the dates of the publication with an attached copy of the published notice, shall be filed with the commission no later than forty-five (45) days of the filed date of the application.

#### Response:

KU will comply with 807 KAR 5:011, Section 10(4)(d) by providing the affidavits within forty-five (45) days of the date on which KU filed its application.

Filing Requirement 807 KAR 5:001 Section 10(4)(e) Sponsoring Witness: Lonnie E. Bellar

#### Description of Filing Requirement:

Manner of notification. If the notice is mailed, a written statement signed by the utility's chief officer in charge of Kentucky operations verifying the notice was mailed shall be filed with the commission no later than thirty (30) days of the filed date of the application.

#### Response:

Not applicable to KU's Application.

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Filing Requirement 807 KAR 5:001 Section 10(4)(f) Sponsoring Witness: Lonnie E. Bellar

### **Description of Filing Requirement:**

Manner of notification. All utilities, in addition to the above notification, shall post a sample copy of the required notification at their place of business no later than the date on which the application is filed which shall remain posted until the commission has finally determined the utility's rates.

#### Response:

KU has complied with 807 KAR 5:001, Section 10(4)(f) by posting its Notice, attached to the Certificate of Notice at Tab 9, at its places of business on July 29, 2008, and said Notice will remain posted until the Commission has finally determined the utility's rates, as set forth in the Certificate of Notice at Tab 9.

Filing Requirement 807 KAR 5:001 Section 10(4)(g) Sponsoring Witness: Lonnie E. Bellar

### Description of Filing Requirement:

Manner of notification. Compliance with this subsection shall constitute compliance with 807 KAR 5:051, Section 2.

### Response:

No response is required.

Filing Requirement 807 KAR 5:001 Section 10(5) Sponsoring Witness: Lonnie E. Bellar

### **Description of Filing Requirement:**

Notice of hearing scheduled by the commission upon application by a utility for a general adjustment in rates shall be advertised by the utility by newspaper publication in the areas that will be affected in compliance with KRS 424.300

#### Response:

KU will comply with 807 KAR 5:001, Section 10(5) by publishing the Notice of Hearing in the newspapers in the areas affected. KU's advertisement of the Notice of Hearing shall comply with KRS 424.300.

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Filing Requirement 807 KAR 5:001 Section 10(6)(a) Sponsoring Witness: S. Bradford Rives

### **Description of Filing Requirement:**

A complete description and quantified explanation for all proposed adjustments, with proper support for any proposed changes in price or activity levels, and any other factors which may affect the adjustment.

#### Response:

Please refer to the testimonies and exhibits of Valerie L. Scott, Shannon L. Charnas, Lonnie E. Bellar, W. Steven Seelye and Robert M. Conroy.

Filing Requirement 807 KAR 5:001 Section 10(6)(b) Sponsoring Witness: Lonnie E. Bellar

#### **Description of Filing Requirement:**

If the utility has gross annual revenues greater than \$1,000,000, the prepared testimony of each witness the utility proposes to use to support its application.

#### Response:

Please refer to the testimonies and exhibits of the following persons:

- Victor S. Staffieri
- Paul W. Thompson
- Chris Hermann
- S. Bradford Rives
- William E. Avera
- Valerie L. Scott
- Shannon L. Charnas
- Lonnie E. Bellar
- W. Steven Seelye
- Robert M. Conroy
- Sidney L. ("Butch") Cockerill

Filing Requirement 807 KAR 5:001 Section 10(6)(c) Sponsoring Witness: S. Bradford Rives

### **Description of Filing Requirement:**

If the utility has gross annual revenues less than \$1,000,000, the prepared testimony of each witness the utility proposes to use to support its application or a statement that the utility does not plan to submit any prepared testimony.

#### Response:

Not applicable to KU's Application.

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Filing Requirement 807 KAR 5:001 Section 10(6)(d) Sponsoring Witness: Robert M. Conroy

#### **Description of Filing Requirement:**

A statement estimating the effect that the new rates will have upon the revenues of the utility including, at minimum, the total amount of revenues resulting from the increase or decrease and the percentage of the increase or decrease.

#### Response:

The proposed rates (including miscellaneous charges) will increase KU's annual electric revenues approximately \$22,109,840 or 2%.

Filing Requirement 807 KAR 5:001 Section 10(6)(e) Sponsoring Witness: Robert M. Conroy

### Description of Filing Requirement:

If the utility provides electric, gas, water, or sewer service the effect upon the average bill for each customer classification to which the proposed rate change will apply.

### Response:

The average monthly bill, for each customer rate class to which the proposed rate change applies, will increase/(decrease) as follows:

	\$	%
Residential:	\$3.50	4.27%
General Service:	\$0.48	0.32%
Large Power:	(\$0.63)	(0.02%)
Large Commercial/Industrial TOD:	(\$69.77)	(0.02%)
Small Time of Day:	\$139.48	0.92%
Mine Power:	\$1,387.24	6.32%
Large Mine Power TOD:	\$283.43	0.19%
Lighting:	\$0.40	4.22%

Filing Requirement 807 KAR 5:001 Section 10(6)(f) Sponsoring Witness: Lonnie E. Bellar

### **Description of Filing Requirement:**

If the utility is a local exchange company, the effect upon the average bill for each customer class for the proposed rate change in basic local service.

### Response:

Not applicable to KU's Application.

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Filing Requirement 807 KAR 5:001 Section 10(6)(g) Sponsoring Witness: Robert M. Conroy

### Description of Filing Requirement:

An analysis of customers' bills in such detail that revenues from the present and proposed rates can be readily determined for each customer class.

#### Response:

Please refer to the testimonies and exhibits of W. Steven Seelye.

Filing Requirement 807 KAR 5:001 Section 10(6)(h) Sponsoring Witness: S. Bradford Rives

#### Description of Filing Requirement:

A summary of the utility's determination of its revenue requirements based on return on net investment rate base, return on capitalization, interest coverage, debt service coverage, or operating ratio, with supporting schedules.

#### Response:

See attached. Supporting Schedules are filed as part of the Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab No. 42] and Rives Exhibit 8.

#### Kentucky Utilities Company Revenue Requirement as of April 30, 2008

1 Operations and Maintenance	680,061,651	(1)
2 Depreciation Expense	108,738,669	(2)
3 Taxes Other Than Income Taxes	31,391,857	(3)
4 Return	172,304,796	(4)
5 Income Tax	50,400,933	(5)
6 Total Cost of Service (Revenue Requirement)	1,042,897,906	
7 Revenues at Present Rates	1,020,697,910	(6)
8 Revenue Deficiency	22,199,996	(7)

- (1) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 8
- (2) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 9
- (3) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 10
- (4) See Rives Exhibit 8, line 3
- (5) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 11 (\$42,003,834) and Rives Exhibit 8, line 6 (\$8,397,099) (line 7 line 5)
- (6) See Filing Requirement pursuant to 807 KAR Section 10(7)(a) [Tab 42] income statement, line 5
- (7) See Rives Exhibit 8, line 7

Filing Requirement 807 KAR 5:001 Section 10(6)(i) Sponsoring Witness: S. Bradford Rives

### **Description of Filing Requirement:**

A reconciliation of the rate base and capital used to determine its revenue requirement.

### Response:

See attached.

### KENTUCKY UTILITIES COMPANY

#### Reconciliation of Capitalization and Rate Base

			otal Company	Kentucky		Kentucky		
Line			Balance as of	Jurisdictional		Jurisdictional		Other
No.			04/30/2008	 Net ECR		Base Electric	Jì	risdictional
1	Rate Base Percentage (Exhibit 3, Line 23)			13 86%		73 94%		12 20%
2	Capitalization:							
3	Common Equity	\$	1,513.015,410					
4	Long Term Debt		1,247,059,520					
5	Short Term Debt		93,302,454	 				
6	Subtotal	\$	2,853,377.384	\$ 395,478,105	\$	2,109,787,238	3	348.112,041
7	Adjustments to Capitalization:							
8	Investment in EEI		(24,880.478)	(3,448,434)		(18,396,625)		(3.035,419)
9	Undistributed Subsidiary Earnings		(23,584,679)	(3,268,837)		(17,438,512)		(2,877,330)
10	Investment in OVEC and Other		(661,140)	 (91,634)		(488,847)		(80,659)
11	Subtotal		(49,126,297)	(6,808,905)		(36,323,984)	***************************************	(5,993,408)
12				 				
13	Total Capitalization As Filed	\$	2,804,251,087	\$ 388,669,200	\$	2,073,463,254	6	342,118,633
14		****			********			
15	Assets per books not included in rate base:							
16	Other Property & Investments		(6.225.778)	(862,893)		(4,603,340)		(759,545)
17	Unamortized Debt Expense		(6.790,525)	(941.167)		(5,020.914)		(828,444)
18	Unamortized Loss on Bonds		(10,611,578)	(1,470,765)		(7,846,201)		(1,294,612)
19	Deferred Regulatory Assets - excluding ARO		(51,297.725)	(7.109,865)		(37,929,538)		(6.258,322)
20	Other Deferred Debits		(58,995,218)	(8,176,737)		(43,621,064)		(7,197,417)
21	Subtotal		(133,920,824)	 (18,561,427)		(99,021,057)		(16,338,340)
22	and the state of the Control of the		( · +	(10,001,100)		(001,001)		(,0,000,0.0)
23	Liabilities per books not included in rate base:							
24	Other Deferred Credits		21,296,039	2,951,631		15,746,291		2,598,117
25	Regulatory Liabilities - excluding ARO		16,777,774	2,325,399		12,405,486		2,046,889
26	Misc Long-term Liabilities		3,256,903	451,407		2,408,154		397.342
27	Accum Provision for Pension & Postretirement		86,854,131	12,037,983		64,219,944		
28	Subtotal		128,184.847	 17,766,420		94.779,875		10,596,204 15.638,552
	Subidial		120,104.041	11,100,420		94.119,013		10.030,002
29	Out to the standard many to a few parts and the local day and a book.							
30	Capitalization per books not included in rate base:		22 524 672	2 204 627		47 490 540		0.077.000
31	Undistributed Subsidiary Earnings		23.584,679	3,268,837		17,438,512		2,877.330
32	to the shad be set about							
33	Items included in rate base:		4 77477 4 4 10	/40 000 000\		44.400.040		
34	Inventory - 13 month average vs. end of period		4,745,140	(10,988,809)		14,109,616		1,624.333
35	Prepayments - 13 month average vs end of period		(1,741,332)	(472,018)		(1.056,889)		(212,425)
36	Net ARO Assets and Liabilities		9,431,780	1,158.059		7,109,448		1,164,273
37	Cash Working Capital Formula vs Actual		166,645,481	11,196,606		137,194,495		18,254,380
38	Capitalization / Rate Base Allocation Differences		*	 23,849,618		(24,930,029)		1,080,411
39	Subtotal		179,081,069	 24,743,456		132,426,641		21,910,972
40								
41	Total Reconciliation		196,929,771	 27,217,286		145,623,971		24,088,514
42								
43	Total Rate Base		3,001,180,858	\$ 415,886,486	\$	2,219,087,225	\$	366,207,147

Filing Requirement 807 KAR 5:001 Section 10(6)(j) Sponsoring Witness: Shannon L. Charnas

### **Description of Filing Requirement:**

A current chart of accounts if more detailed that the Uniform System of Accounts prescribed by the commission.

#### Response:

See attached.

### Current Chart of Accounts

#### POWER PRODUCTION EXPENSES

#### STEAM POWER GENERATION

#### 500. OPERATION SUPERVISION AND ENGINEERING.

500100 OPER SUPER/ENG 500900 OPER SUPER/ENG - INDIRECT

#### 501. FUEL.

#### **OPERATION**

501001 FUEL COAL - TON
501004 FUEL COAL - INTERCOMPANY UTILITY OSS
501005 FUEL COAL - OSS
501006 FUEL COAL - OFFSET
501007 FUEL COAL - INTERCOMPANY UTILITY RETAIL
501020 START-UP OIL - GAL
501022 STABILIZATION OIL - GAL
501090 FUEL HANDLING
501091 FUEL SAMPLING AND TESTING
501251 FLY ASH DISPOSAL

#### 502. STEAM EXPENSES.

502001 OTHER WASTE DISPOSAL
502002 BOILER SYSTEMS OPR
502003 SDRS OPERATION
502004 SDRS-H2O SYS OPR
502006 SCRUBBER REACTANT EX
502025 SCRUBBER REACTANT - OSS
502026 SCRUBBER REACTANT - OFFSET
502100 STM EXP(EX SDRS SPP)
502900 STM EXP(EX SDRS SPP) - INDIRECT

501990 FUEL HANDLING - INDIRECT

#### 503. STEAM FROM OTHER SOURCES.

#### 504. STEAM TRANSFERRED-CREDIT.

#### 505. ELECTRIC EXPENSES.

505100 ELECTRIC SYS OPR

#### 506. MISCELLANEOUS STEAM POWER EXPENSES.

506001 STEAM OPERATION - AIR QUALITY MONITORING AND CONTROL EQUIPMENT 506100 MISC STM PWR EXP 506104 NOX REDUCTION REAGENT 506107 SCR/NOX - OSS 506108 SCR/NOX - OFFSET 506109 SORBENT INJECTION OPERATION

#### 507. RENTS

Kentucky Utilities Company

#### 509. ALLOWANCES

509001 SO2 EMISSION ALLOWANCES 509005 EMISSION ALLOWANCES - OSS 509006 EMISSION ALLOWANCES - OFFSET

#### **MAINTENANCE**

#### 510. MAINTENANCE SUPERVISION AND ENGINEERING.

510100 MTCE SUPER/ENG - STEAM

#### 511. MAINTENANCE OF STRUCTURES.

511100 MTCE - STRUCTURES

#### 512. MAINTENANCE OF BOILER PLANT.

512005 MAINTENANCE - SDRS
512011 INSTR/CNTRL - ENVRNL
512017 MTCE - SLUDGE STAB SYS
512100 MTCE - BOILER PLANT
512101 MAINTENANCE OF SCR/NOX REDUCTION EQUIP
512102 SORBENT INJECTION MAINTENANCE
512900 MTCE - BOILER PLANT - INDIRECT

#### 513. MAINTENANCE OF ELECTRIC PLANT.

513100 MTCE - ELECTRIC PLANT 513900 MTCE - ELECTRIC PLANT - BOILER

#### 514. MAINTENANCE OF MISCELLANEOUS STEAM PLANT.

514100 MTCE - MISC/STM PLANT

Kentucky Utilities Company 2 of 44

#### HYDRAULIC POWER GENERATION

#### 535. OPERATION SUPERVISION AND ENGINEERING.

535100 OPER SUPER/ENG - HYDRO

- 536. WATER FOR POWER.
- 537. HYDRAULIC EXPENSES.
- 538. ELECTRIC EXPENSES.
- 539. MISCELLANEOUS HYDRAULIC POWER GENERATION EXPENSES.

539100 MISC HYD PWR GEN EXP

540. RENTS.

#### **MAINTENANCE**

541. MAINTENANCE SUPERVISION AND ENGINEERING.

541100 MTCE - SUPER/ENG - HYDRO

542. MAINTENANCE OF STRUCTURES.

542100 MAINT OF STRUCTURES - HYDRO

- 543. MAINTENANCE OF RESERVOIRS, DAMS AND WATERWAYS.
- 544. MAINTENANCE OF ELECTRIC PLANT.

544100 MTCE - ELECTRIC PLANT

545. MAINTENANCE OF MISCELLANEOUS HYDRAULIC PLANT.

545100 MTCE - MISC HYDAULIC PLANT

Kentucky Utilities Company 3 of 44

#### OTHER POWER GENERATION

#### **OPERATION**

#### 546. OPERATION SUPERVISION AND ENGINEERING.

546100 OPER SUPER/ENG - TURBINES

547. FUEL.

547030 FUEL - GAS - MCF 547051 FUEL - INTERCOMPANY UTILITY OSS 547052 FUEL - OSS 547053 FUEL - OFFSET

547054 FUEL - INTERCOMPANY UTILITY RETAIL

548. GENERATION EXPENSES.

548100 GENERATION EXP

549. MISCELLANEOUS OTHER POWER GENERATION EXPENSES.

549002 AIR QUALITY EXPENSES 549100 MISC OTH PWR GEN EXP

550. RENTS.

#### **MAINTENANCE**

551. MAINTENANCE SUPERVISION AND ENGINEERING.

551100 MTCE - SUPER/ENG - TURBINES

552. MAINTENANCE OF STRUCTURES.

552100 MTCE - STRUCTURES - OTH PWR

553. MAINTENANCE OF GENERATING AND ELECTRIC EQUIPMENT.

553100 MTCE - GEN/ELECT EQ

554. MAINTENANCE OF MISCELLANEOUS OTHER POWER GENERATION PLANT.

554100 MTCE - MISC OTH PWR GEN

Kentucky Utilities Company 4 of 44

#### OTHER POWER SUPPLY EXPENSES

#### 555. PURCHASED POWER.

555006 MISO DAY 2 PURCHASED POWER - OSS 555007 MISO DAY 2 PURCHASED POWER - NL

555010 OSS POWER PURCHASES

555015 NL POWER PURCHASES - ENERGY

555016 NL POWER PURCHASES - DEMAND

555020 OSS I/C POWER PURCHASES

555025 NL I/C POWER PURCHASES

#### 556. SYSTEM CONTROL AND LOAD DISPATCHING.

556100 SYS CTRL / DISPATCHING 556900 SYS CTRL / DISPATCHING - INDIRECT

#### 557. OTHER EXPENSES.

557100 OTH POWER SUPPLY EXP

557110 MARKET FEES - NATIVE LOAD

557111 MARKET FEES - OFF SYSTEM SALES

557206 MISO DAY 2 OTHER - NATIVE LOAD

557207 MISO DAY 2 OTHER - OFF SYSTEM SALES

557208 RTO OTHER (NON-MISO) - NL

557209 RTO OTHER (NON-MISO) - OSS

557211 RTO OPERATING RESRV (NON-MISO) - NL

557212 RTO OPERATING RESRV (NON-MISO) - OSS

557999 KU PLANT ALLOCATION CLEARING ACCOUNT

Kentucky Utilities Company 5 of 44

#### **ELECTRIC TRANSMISSION EXPENSES**

#### **OPERATION**

#### 560. OPERATION SUPERVISION AND ENGINEERING.

560100 OP SUPER/ENG-SSTOPER 560900 OP SUPER/ENG-SSTOPER - INDIRECT

#### 561. LOAD DISPATCHING.

561900 LOAD DISPATCH-WELOB - INDIRECT 561901 BALANCING AUTHORITY EXPENSE (LABOR ONLY)

- 561.2 LOAD DISPATCH-MONITOR AND OPERATE TRANSMISSION SYSTEM.
- 561.3 LOAD DISPATCH-TRANSMISSION SERVICE AND SCHEDULING.
- 561.4 SCHEDULING, SYSTEM CONTROL AND DISPATCHING SERVICES.

561402 MISO DAY 1 SCH 10 - RESERVE

- 561.5 RELIABILITY, PLANNING AND STANDARDS DEVELOPMENT.
- 561.6 TRANSMISSION SERVICE STUDIES.

561601 TRANSMISSION SERVICE STUDIES

- 561.7 GENERATION INTERCONNECTION STUDIES.
- 561.8 RELIABILITY PLANNING AND STANDARDS DEVELOPMENT SERVICES.

561802 MISO DAY 1 SCH 10 - RESERVE

562. STATION EXPENSES.

562100 STA EXP - SUBST OPER

563. OVERHEAD LINE EXPENSES.

563100 OTHER INSP - ELEC TRAN 563900 OTHER INSP - ELEC TRAN - INDIRECT

- 564. UNDERGROUND LINE EXPENSES.
- 565. TRANSMISSION OF ELECTRICITY BY OTHERS.

565002 TRANSMISSION ELECTRIC OSS

565005 TRANSMISSION ELECTRIC NATIVE LOAD

565006 TRANSMISSION ELECTRIC OSS - MISO

565014 INTERCOMPANY TRANSMISSION EXPENSE

565024 I/C TRANSMISSION RETAIL EXPENSE - EKPC (NATIVE LOAD)

Kentucky Utilities Company 6 of 44

#### 566. MISCELLANEOUS TRANSMISSION EXPENSES.

566100 MISC TRANS EXP-SSTMT 566140 INDEPENDENT OPERATOR 566900 MISC TRANS EXP-SSTMT - INDIRECT

567. RENTS.

567100 RENTS - ELEC / SUBSTAT MTCE

#### MAINTENANCE

- 568. MAINTENANCE SUPERVISION AND ENGINEERING.
- 569. MAINTENANCE OF STRUCTURES.
- 569.2 MAINTENANCE OF COMPUTER SOFTWARE.
- 569.3 MAINTENANCE OF COMMUNICATION EQUIPMENT.
- 570. MAINTENANCE OF STATION EQUIPMENT.

570100 MTCE - ST EQ-SSTMTCE

571. MAINTENANCE OF OVERHEAD LINES.

571100 MTCE OF OVERHEAD LINES

- 572. MAINTENANCE OF UNDERGROUND LINES.
- 573. MAINTENANCE OF MISCELLANEOUS TRANSMISSION PLANT.

573100 MTCE - MISC TR PLT-SSTMT

#### **REGIONAL MARKET EXPENSES**

#### **OPERATION**

575.7 MARKET ADMINISTRATION, MONITORING AND COMPLIANCE SERVICES.

575701 MISO DAY 2 SCH 17 - MARKET ADMIN FEE - OSS 575703 MISO DAY 2 SCH 17 - MARKET ADMIN FEE - NL 575704 MISO DAY 1 SCH 10 - RESERVE

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#### **ELECTRIC DISTRIBUTION EXPENSES**

#### **OPERATION**

#### 580. OPERATION SUPERVISION AND ENGINEERING.

580100 OP SUPER/ENG-SSTOPER 580900 OP SUPER/ENG-SSTOPER - INDIRECT

#### 581. LOAD DISPATCHING.

581900 SYS CTRL/SWITCH-DIST - INDIRECT

#### 582. STATION EXPENSES.

582100 STATION EXP-SSTOPER

#### 583. OVERHEAD LINE EXPENSES.

583001 OPR - O/H LINES 583008 INST/REMV TRANSF/REG 583009 INSPC O/H LINE FACIL 583100 O/H LINE EXP-SSTOPER

#### 584. UNDERGROUND LINE EXPENSES.

584001 OPR - UNDERGRND LINES

#### 585. STREET LIGHTING AND SIGNAL SYSTEM EXPENSES.

585100 STREET LIGHTING AND SIGNAL SYST EXP

#### 586. METER EXPENSES.

586100 METER EXP 586101 INPECT/TEST METERS 586900 METER EXP - INDIRECT

#### 587. CUSTOMER INSTALLATIONS EXPENSES.

587100 CUST INSTALLATION EXP

#### 588. MISCELLANEOUS DISTRIBUTION EXPENSES.

588100 MISC DIST EXP-SSTMTC 588900 MISC DIST EXP-SSTMTC - INDIRECT

#### 589. **RENTS**.

589100 RENTS - DISTR / SUBSTAT OPER

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#### **MAINTENANCE**

#### 590. MAINTENANCE SUPERVISION AND ENGINEERING.

590100 MTCE/SUPER/ENG-SSTMT

591. MAINTENANCE OF STRUCTURES.

591003 MTCE - MISC STRUCT - DIS

592. MAINTENANCE OF STATION EQUIPMENT.

592100 MTCE - ST EQ-SSTMTCE

593. MAINTENANCE OF OVERHEAD LINES.

593001 MTCE - POLE/FIXT-DISTR 593002 MTCE - COND/DEVICE-DIS 593003 MTCE - SERVICES 593004 TREE TRIMMING

594. MAINTENANCE OF UNDERGROUND LINES.

594001 MTCE - ELEC MANHOL ETC 594002 MTCE - U/G COND ETC

595. MAINTENANCE OF LINE TRANSFORMERS.

595100 MTCE - TRANSF/REG

596. MAINTENANCE OF STREET LIGHTING AND SIGNAL SYSTEMS.

596100 MTCE OF STREET LIGHTING AND SIGNALS

- 597. MAINTENANCE OF METERS.
- 598. MAINTENANCE OF MISCELLANEOUS DISTRIBUTION PLANT.

598100 MTCE OF MISC DISTRIBUTION PLANT

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#### CUSTOMER ACCOUNTS EXPENSES

#### **OPERATION**

#### 901. SUPERVISION.

901001 SUPV - CUST ACCTS 901900 SUPV - CUST ACCTS - INDIRECT

#### 902. METER READING EXPENSES.

902001 METER READ - SERV AREA 902002 METER READ - CLER/OTH

#### 903. CUSTOMER RECORDS AND COLLECTION EXPENSES.

903001 AUDIT CUST ACCTS

903002 BILL SPECIAL ACCTS

903003 PROCESS METER ORDERS

903006 CUST BILL/ACCTG

903007 PROCESS PAYMENTS

903008 INVEST THEFT OF SVC

903012 PROC CUST CNTRT/ORDR

903022 COLL OFF-LINE BILLS

903023 PROC BANKRUPT CLAIMS

903025 MTCE - ASST PROGRAMS

903030 PROC CUST REQUESTS

903031 PROC CUST PAYMENTS

903032 DELIVER BILLS-REG

903035 COLLECTING - OTHER

903036 CUSTOMER COMPLAINTS

903902 BILL SPECIAL ACCTS - INDIRECT

903906 CUST BILL/ACCTG - INDIRECT

903907 PROCESS PAYMENTS - INDIRECT

903909 PROC EXCEPTION PMTS - INDIRECT

903912 PROC CUST CNTRT/ORDR - INDIRECT

903930 PROC CUST REQUESTS - INDIRECT

903931 PROC CUST PAYMENTS - INDIRECT

903936 CUSTOMER COMPLAINTS - INDIRECT

#### 904. UNCOLLECTIBLE ACCOUNTS.

904001 UNCOLLECTIBLE ACCTS

904002 UNCOLLECTABLE ACCTS - WHOLESALE

#### 905. MISCELLANEOUS CUSTOMER ACCOUNTS EXPENSES.

905001 MISC CUST SERV EXP

905002 MISC CUST BILL/ACCTG

905003 MISC COLLECTING EXP

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#### CUSTOMER SERVICE AND INFORMATIONAL EXPENSES

#### **OPERATION**

#### 907. SUPERVISION.

907001 SUPV - CUST SER/INFO 907900 SUPV - CUST SER/INFO - INDIRECT

#### 908. CUSTOMER ASSISTANCE EXPENSES.

908001 CUST MKTG/ASSIST
908005 DSM CONSERVATION PROG
908009 MISC MARKETING EXP
908901 CUST MKTG/ASSIST - INDIRECT
908902 RES CONS/ENG ED PROG - INDIRECT
908909 MISC MARKETING EXP - INDIRECT

#### 909. INFORMATIONAL AND INSTRUCTIONAL ADVERTISING EXPENSES.

909004 MISC CUST COM - SER/IN 909011 OTH ADVER - SER/INFO 909013 SAFETY PROGRAMS

#### 910. MISCELLANEOUS CUSTOMER SERVICE AND INFORMATIONAL EXPENSES.

910001 MISC CUST SER/INFO 910900 MISC CUST SER/INFO - INDIRECT

#### SALES EXPENSES

#### **OPERATION**

- 911. SUPERVISION.
- 912. DEMONSTRATING AND SELLING EXPENSES.
- 913. ADVERTISING EXPENSES.

913012 OTH ADVER - SALES

916. MISCELLANEOUS SALES EXPENSES.

Kentucky Utilities Company

#### ADMINISTRATIVE AND GENERAL EXPENSES

#### **OPERATION**

#### 920. ADMINISTRATIVE AND GENERAL SALARIES.

920001 OFFICERS' SALARIES

920100 OTHER GENERAL AND ADMIN SALARIES

920900 OTHER GENERAL AND ADMIN SALARIES - INDIRECT

920901 OFFICERS SALARIES - INDIRECT

#### 921. OFFICE SUPPLIES AND EXPENSES.

921001 EXP - OFFICERS/EXEC

921002 EXP - GEN OFFICE EMPL

921003 GEN OFFICE SUPPL/EXP

921004 OPR - GEN OFFICE BLDG

921901 EXP - OFFICERS/EXEC - INDIRECT

921902 INDIRECT EMPLOYEE OFFICE EXPENSE ALLOCATION

921903 GEN OFFICE SUPPL/EXP - INDIRECT

#### 922. ADMINISTRATIVE EXPENSES TRANSFERRED-CREDIT.

922001 A/G SAL TRANSFER - CR

922002 OFF SUPP/EXP TRAN - CR

#### 923. OUTSIDE SERVICES EMPLOYED.

923100 OUTSIDE SERVICES

923101 OUTSIDE SERVICES - AUDIT FEES - PWC

923103 OUTSIDE SERVICES - NON-AUDIT SERVICES - PWC

923302 OUTSIDE SERVICES - TAX SERVICES - OTHER

923900 OUTSIDE SERVICES - INDIRECT

#### 924. PROPERTY INSURANCE,

924100 PROPERTY INSURANCE

#### 925. INJURIES AND DAMAGES.

925001 PUBLIC LIABILITY

925002 WORKERS' COMP INS - O&M

925003 AUTO LIABILITY

925004 SAFETY AND INDUSTRIAL HEALTH

925012 WORKERS' COMP INS - A&G

925022 WORKERS' COMP INS - ELECTRIC COS

925024 WORKERS' COMP INS - OTHER COS

925026 WORKERS COMP - SELLING EXP

925027 WORKERS COMP - SELLING - INDIRECT

925100 OTHER INJURIES AND DAMAGES

925902 WORKERS' COMP INS - INDIRECT - O&M

925904 SAFETY & INDUSTRIAL HEALTH - INDIRECT

925912 WORKERS' COMP INS - INDIRECT - A&G

925922 WORKERS' COMP INS - INDIRECT - ELECTRIC COS

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#### 926. EMPLOYEE PENSIONS AND BENEFITS.

- 926001 TUITION REFUND PLAN
- 926002 LIFE INS EXP O&M
- 926003 MEDICAL INS EXP O&M
- 926004 DENTAL INS EXP O&M
- 926005 LONG TERM DISABILITY O&M
- 926012 LIFE INS EXP A&G
- 926013 MEDICAL INS EXP A&G
- 926014 DENTAL INS EXP A&G
- 926015 LONG TERM DISABILITY A&G
- 926019 OTHER BENEFITS AND ADMINISTRATIVE FEES (BURDEN)
- 926022 LIFE INS EXP ELECTRIC COS
- 926023 MEDICAL INS EXP ELECTRIC COS
- 926024 DENTAL INS EXP ELECTRIC COS
- 926025 LONG TERM DISABILITY ELECTRIC COS
- 926042 LIFE INS EXP OTHER COS
- 926043 MEDICAL INS EXP OTHER COS
- 926044 DENTAL INS EXP OTHER COS
- 926045 LONG TERM DISABILITY OTHER COS
- 926100 EMPLOYEE BENEFITS NON-BURDEN
- 926101 PENSION EXP O&M
- 926102 401(K) O&M
- 926105 FAS112-POST EMP BENE O&M
- 926106 POST RETIRE BENEFITS O&M
- 926110 EMPLOYEE WELFARE
- 926112 PENSION EXP VA
- 926113 PENSION EXP FERC
- 926116 RETIREMENT INCOME ACCT EXP O&M
- 926117 PENSION INTEREST EXP O&M
- 926118 FASB 106 INTEREST EXP O&M
- 926121 PENSION EXP A&G
- 926122 401(K) A&G
- 926123 FAS 112 POST EMP BENE A&G
- 926124 POST RETIRE BENEFITS A&G
- 926126 RETIREMENT INCOME ACCOUNT EXP A&G
- 926127 PENSION INTEREST EXP A&G
- 926128 FASB 106 INTEREST EXP A&G
- 926131 PENSION EXP ELECTRIC COS
- 926132 401(K) ELECTRIC COS
- 926133 FAS112 POST EMP BENE ELECTRIC COS
- 926134 POST RETIRE BENEFITS ELECTRIC COS
- 926136 RETIREMENT INCOME ACCOUNT EXP ELECT COS
- 926137 PENSION INTEREST EXP ELECT COS
- 926138 FASB 106 INTEREST EXP ELECT COS
- 926151 PENSION EXP OTHER COS
- 926152 401(K) OTHER COS
- 926153 FAS112-POST EMP BENE OTHER COS
- 926154 POST RETIRE BENEFITS OTHER COS
- 926156 RETIREMENT INCOME ACCOUNT EXP OTHER COS
- 926157 PENSION INTEREST EXP OTHER COS
- 926158 FASB 106 INTEREST EXP OTHER COS
- 926181 PENSIONS SELLING EXP
- 926182 401K SELLING EXP
- 926183 FASB 112 SELLING EXP
- 926184 FASB 106 SELLING EXP
- 926186 RETIREMENT INCOME SELLING EXP

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926187 PENSION INTEREST EXPENSE - SELLING EXP
926188 FASB 106 INTEREST EXPENSE - SELLING EXP
926189 DENTAL INSURANCE - SELLING EXP
926190 GROUP LIFE INSURANCE - SELLING EXP
926191 LONG TERM DISABILITY - SELLING EXP
926192 MEDICAL INSURANCE - SELLING EXP
926901 TUITION REFUND PLAN - INDIRECT
926902 LIFE INS - EXP - INDIRECT O&M
926903 MEDICAL INS - EXP - INDIRECT O&M
926904 DENTAL INS - EXP - INDIRECT - O&M
926905 LONG TERM DISABILITY INDIRECT - O&M
926911 PENSION - EXP - INDIRECT - O&M
926912 401(K) - INDIRECT - O&M
926915 FAS112 - POST EMP BENE - INDIRECT - O&M
926916 POST RETIRE BENEFITS - INDIRECT - O&M
926917 PENSION INTEREST EXP - INDIRECT - O&M
926918 FASB 106 INTEREST EXP - INDIRECT - O&M
926919 OTHER BENEFITS AND ADMINISTRATIVE FEES - INDIRECT (BURDEN)
926920 PENSION INTEREST EXP - INDIRECT - A&G
926921 FASB 106 INTEREST EXP - INDIRECT - A&G
926922 LIFE INS EXP INDIRECT - A&G
926923 MEDICAL INS EXP - INDIRECT - A&G
926924 DENTAL IS EXP - INDIRECT - A&G
926925 LT DISABILITY - INDIRECT - A&G
926926 PENSION EXP - INDIRECT - A&G
926927 401(K) INDIRECT - A&G
926929 FAS112 POST EMP BENE - INDIRECT - A&G
926930 POST RETIRE BENEFITS - INDIRECT - A&G
926932 LIFE INS EXP INDIRECT - ELECTRIC COS
926933 MEDICAL INS EXP - INDIRECT ELECTRIC COS
926934 DENTAL INS EXP - INDIRECT ELECTRIC COS
926935 LONG TERM DISABILITY - INDIRECT ELECTRIC COS
926936 PENSION EXP - INDIRECT ELECTRIC COS
926937 401K INDIRECT ELECTRIC COS
926939 FAS112 POST EMP BENE - INDIRECT ELECTRIC COS
926940 POST RETIRE BENEFITS - INDIRECT ELECTRIC COS
926941 PENSION INTEREST EXP - INDIRECT - ELECT COS
926942 FASB 106 INTEREST EXP - INDIRECT - ELECT COS
926982 401K - SELLING - INDIRECT
926983 DENTAL INSURANCE - SELLING - INDIRECT
926984 FASB 106 - SELLING - INDIRECT
926985 FASB 112 - SELLING - INDIRECT
926986 GROUP LIFE INSURANCE - SELLING - INDIRECT
926987 LONG TERM DISABILITY - SELLING - INDIRECT
926988 MEDICAL INSURANCE - SELLING - INDIRECT
926989 PENSIONS - SELLING - INDIRECT
926990 RETIREMENT INCOME - SELLING - INDIRECT
926991 PENSION INTEREST EXPENSE - SELLING - INDIRECT
926992 FASB 106 INTEREST EXPENSE - SELLING - INDIRECT
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#### 927. FRANCHISE REQUIREMENTS.

927002 OTH ITEMS W/O CH - DR

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#### 928. REGULATORY COMMISSION EXPENSES.

928002 REG UPKEEP ASSESSMTS

928003 AMORTIZATION OF RATE CASE EXPENSES

928004 AMORTIZATION OF ESM AUDIT EXPENSES

928005 AMORTIZATION OF MGMT AUDIT EXPENSES

#### 929. DUPLICATE CHARGES-CREDIT.

929002 ELEC USED - ELEC DEPT

#### 930.1 GENERAL ADVERTISING EXPENSES.

930101 GEN PUBLIC INFO EXP

930191 GEN PUBLIC INFO EXP - INDIRECT

#### 930.2 MISCELLANEOUS GENERAL EXPENSES.

930207 OTHER MISC GEN EXP

930209 CLOSED 03/08 - NONDEDUCTIBLE PENALITIES

930250 BROKER FEES

930251 AMORTIZATION OF RATE CASE EXP

930252 AMORTIZATION OF ESM AUDIT EXP

930253 AMORTIZATION OF MGMT AUDIT EXP

930902 ASSOCIATION DUES - INDIRECT

930903 RESEARCH WORK - INDIRECT

930904 RESEARCH AND DEVELOPMENT EXPENSES

930907 OTHER MISC GEN EXP - INDIRECT

#### 931. RENTS.

931004 RENTS - CORPORATE HQ 931100 RENTS - OTHER

#### **MAINTENANCE**

#### 935. MAINTENANCE OF GENERAL PLANT.

935.1 STRUCTURES.

#### 935.2 OFFICE FURNITURE AND EQUIPMENT.

935203 SOFTWARE MTCE AGREEMENTS

#### 935.3 COMMUNICATION EQUIPMENT

935391 MTCE - COMMUNICATION EQ - INDIRECT

#### 935.3 OTHER GENERAL EQUIPMENT.

935401 MTCE - OTH GEN EQ

935402 MAINT OF NON-BONDABLE GENERAL PLANT

935403 MNTC BONDABLE PROPERTY

935488 MTCE-OTH GEN EQ - INDIRECT

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#### UTILITY OPERATING INCOME

- 400. OPERATING REVENUES.
- 401. OPERATION EXPENSE.
- 402. MAINTENANCE EXPENSE.
- 403. DEPRECIATION EXPENSE.
  - 403011 DEPREC EXP STEAM POWER GEN
  - 403012 DEPREC EXP HYDRO POWER GEN
  - 403013 DEPREC EXP OTH POWER GEN
  - 403014 DEPREC EXP TRANSMISSION
  - 403015 DEPREC EXP DISTRIBUTION
  - 403016 GENERAL DEPRECIATION EXPENSE
- 403.1 DEPRECIATION EXPENSE FOR ASSET RETIREMENT COSTS.
  - 403111 DEPREC EXP ARO STEAM
  - 403112 DEPREC EXP ARO TRANSMISSION
  - 403113 DEPREC EXP ARO OTHER PRODUCTION
  - 403114 DEPREC EXP ARO HYDRO
  - 403115 DEPREC EXP ARO DISTRIBUTION
- 404.1 AMORTIZATION AND DEPLETION OF PRODUCING NATURAL GAS LAND AND LAND RIGHTS.
- 404.2 AMORTIZATION OF UNDERGROUND STORAGE LAND AND LAND RIGHTS.
- 404.3 AMORTIZATION OF OTHER LIMITED-TERM GAS PLANT.
- 404.4 AMORTIZATION OF LIMITED-TERM ELECTRIC PLANT.

404401 AMT - EL INTAN PLT-RTL

- 405. AMORTIZATION OF OTHER UTILITY PLANT.
- 406. AMORTIZATION OF UTILITY PLANT ACQUISITION ADJUSTMENTS.
- 407.1 AMORTIZATION OF PROPERTY LOSSES, UNRECOVERED PLANT AND REGULATORY STUDY COSTS.
- 407.2 AMORTIZATION OF CONVERSION EXPENSES.
- 407.3 REGULATORY DEBITS.
- 407.4 REGULATORY CREDITS.
  - 407401 REGULATORY CREDITS GENERATION
  - 407402 REGULATORY CREDITS TRANSMISSION
  - 407405 REGULATORY CREDITS DISTRIBUTION
  - 407421 REGULATORY CREDITS GENERATION DEPRECIATION
  - 407422 REGULATORY CREDITS TRANSMISSION DEPRECIATION
  - 407425 REGULATORY CREDITS DISTRIBUTION DEPRECIATION

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#### 408.1 TAXES OTHER THAN INCOME TAXES, UTILITY OPERATING INCOME.

- 408101 TAX-NON INC UTIL OPR
- 408102 REAL AND PERSONAL PROP TAX
- 408103 KY PUBLIC SERVICE COMMISSION TAX
- 408105 FEDERAL UNEMP TAX O&M
- 408106 FICA TAX O&M
- 408107 STATE UNEMP TAX O&M
- 408115 FEDERAL UNEMP TAX A&G
- 408116 FICA TAX A&G
- 408117 STATE UNEMP TAX A&G
- 408125 FEDERAL UNEMP TAX ELECTRIC COS
- 408126 FICA TAX ELECTRIC COS
- 408127 STATE UNEMP TAX ELECTRIC COS
- 408145 FEDERAL UNEMP TAX OTHER COS
- 408146 FICA TAX OTHER COS
- 408147 STATE UNEMP TAX OTHER COS
- 408175 FEDERAL UNEMP TAX ELECTRIC COS INDIRECT
- 408176 FICA TAX ELECTRIC COS INDIRECT
- 408177 STATE UNEMP TAX ELECTRIC COS INDIRECT
- 408185 FEDERAL UNEMP TAX A&G INDIRECT
- 408186 FICA TAX A&G INDIRECT
- 408187 STATE UNEMP TAX A&G INDIRECT
- 408188 FEDERAL UNEMP TAX SELLING EXP
- 408189 STATE UNEMP TAX SELLING EXP
- 408190 FICA TAX SELLING EXP
- 408191 FEDERAL UNEMP TAX SELLING INDIRECT
- 408193 FICA TAX SELLING INDIRECT
- 408194 STATE UNEMP TAX SELLING INDIRECT
- 408195 FEDERAL UNEMP TAX INDIRECT O&M
- 408196 FICA TAX INDIRECT O&M
- 408197 STATE UNEMP TAX INDIRECT O&M

#### 409.1 INCOME TAXES, UTILITY OPERATING INCOME.

- 409101 FED INC TAX UTIL OPR
- 409102 KY ST INCOME TAXES
- 409104 FED INC TAXES EST
- 409105 ST INC TAXES EST

#### 410.1 PROVISIONS FOR DEFERRED INCOME TAXES, UTILITY OPERATING INCOME.

- 410101 DEF FED INC TAX OPR
- 410102 DEF ST INC TAX OPR

#### 411.1 PROVISION FOR DEFERRED INCOME TAXES - CREDIT, UTILITY OPERATING INCOME.

- 411101 FED INC TX DEF CR OP
- 411102 ST INC TAX DEF CR OP

#### 411.4 INVESTMENT TAX CREDIT ADJUSTMENTS, UTILITY OPERATIONS.

411401 ITC DEFERRED

- 411.6 GAINS FROM DISPOSITION OF UTILITY PLANT.
- 411.7 LOSSES FROM DISPOSITION OF UTILITY PLANT.

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#### 411.8 GAINS FROM DISPOSITION OF ALLOWANCES.

411801 GAIN - DISP OF ALLOW

- 411.9 LOSSES FROM DISPOSITION OF ALLOWANCES.
- 411.10 DEPRECIATION EXPENSE FOR ASSET RETIREMENT COSTS.

411150 ACCRETION EXPENSE - GENERATION 411151 ACCRETION EXPENSE - TRANSMISSION 411155 ACCRETION EXPENSE - DISTRIBUTION

- 412. REVENUES FROM UTILITY PLANT LEASED TO OTHERS.
- 413. EXPENSES OF UTILITY PLANT LEASED TO OTHERS.
- 414. OTHER UTILITY OPERATING INCOME.

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#### OTHER INCOME AND DEDUCTIONS

- 415. REVENUES FROM MERCHANDISING, JOBBING AND CONTRACT WORK.
- 416. COSTS AND EXPENSES OF MERCHANDISING, JOBBING AND CONTRACT WORK.
- 417. REVENUES FROM NONUTILITY OPERATIONS.

417004 SERVICE CHARGE AND SUPERVISORY FEE - IMEA AND IMPA

417.1 EXPENSES OF NONUTILITY OPERATIONS.

417121 OFFICE SUPP AND EXP

418. NONOPERATING RENTAL INCOME.

418001 NONOPR RENT INCOME 418005 DEPREC - NONUTILITY PROP

418.1 EQUITY IN EARNINGS OF SUBSIDIARY COMPANIES.

418103 EQUITY IN EARNINGS OF SUBS - EEI

419. INTEREST AND DIVIDEND INCOME.

419103 DIVS - NON ASSOC CO

419104 INT INC - ASSOC CO - N/C

419105 INT INC - FED TAX PMT

419150 ALLOW FOR FUNDS USED DURING CONSTRUC-EQUITY

419200 CLOSED 7/07 - OTHER INTEREST INC

419205 INTEREST INCOME FROM FINANCIAL HOLDINGS

419206 INTEREST INCOME FROM OTHER LOANS & RECEIVABLES

419207 INTEREST INCOME FROM SPECIAL FUNDS

- 419.1 ALLOWANCE FOR OTHER FUNDS USED DURING CONSTRUCTION.
- 420. INVESTMENT TAX CREDITS.

420002 INVESTMENT TAX CREDITS

421. MISCELLANEOUS NONOPERATING INCOME.

421001 MISC NONOPR INCOME

421003 KM LIFE INS - CASH SURRENDER VALUE

421550 MTM INCOME - NONHEDGING

421551 MTM INCOME - NONHEDGING - NETTING

421.1 GAIN ON DISPOSITION OF PROPERTY.

421101 GAIN - PROPERTY DISP

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#### OTHER INCOME DEDUCTIONS

#### 421.2 LOSS ON DISPOSITION OF PROPERTY.

421201 LOSS - PROPERTY DISP

#### 425. MISCELLANEOUS AMORTIZATION.

#### 426.1 DONATIONS.

426101 DONATIONS 426191 DONATIONS - INDIRECT

#### 426.2 LIFE INSURANCE.

426201 LIFE INSURANCE

#### 426.3 PENALTIES.

426301 PENALTIES

#### 426.4 EXPENDITURES FOR CERTAIN CIVIC, POLITICAL AND RELATED ACTIVITIES.

426401 EXP - CIVIC/POL/REL 426491 EXP - CIVIC/POL/REL - INDIRECT

#### 426.5 OTHER DEDUCTIONS.

426501 OTHER DEDUCTIONS 426550 MTM LOSSES - NONHEDGING 426551 MTM LOSSES - NONHEDING - NETTING 426591 OTHER DEDUCTIONS - INDIRECT

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#### TAXES APPLICABLE TO OTHER INCOME AND DEDUCTIONS

408.2 TAXES OTHER THAN INCOME TAXES, OTHER INCOME AND DEDUCTIONS.

408202 TAX - NON INC - OTHER

409.2 INCOME TAXES, OTHER INCOME AND DEDUCTIONS.

409203 FED INC TAX - OTHER 409206 ST INC TAX - OTHER 409209 FED IN TAXES - OTH EST 409210 ST INC TAXES - OTH EST

- 409.3 INCOME TAXES, EXTRAORDINARY ITEMS.
- 410.2 PROVISION FOR DEFERRED INCOME TAXES, OTHER INCOME AND DEDUCTIONS.

410203 DEF FEDERAL INC TX 410204 DEF STATE INC TAX

- 410.3 PROVISION FOR DEFERRED INCOME TAXES, EXTRAORDINARY INCOME.
- 411.2 PROVISION FOR DEFERRED INCOME TAXES CREDIT, OTHER INCOME AND DEDUCTIONS.

411201 FD INC TX DEF - CR - OTH 411202 ST INC TX DEF - CR - OTH

411.5 INVESTMENT TAX CREDIT ADJUSTMENTS, NONUTILITY OPERATIONS.

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#### INTEREST CHARGES

#### 427. INTEREST ON LONG-TERM DEBT.

- 427014 INT EXP \$17.8M 2/26
- 427015 INT EXP \$8.9M 3/37
- 427133 INT KU SERIES P 7.92%
- 427147 INT KU SERIES 10, VARIOUS, DUE 11/01/24
- 427148 2000 SERIES A 4.75%
- 427149 HARDIN PROMISSORY NOTE 8% DUE 1/5/99
- 427151 KU INT EXP ON SWAP-MATURES 5/15/07, \$53M
- 427184 INT EXP PCB CC2002A \$20.93M 2/32
- 427185 INT EXP PCB CC2002B \$2.4M 2/32
- 427186 INT EXP PCB MC2002A \$7.4M 2/32
- 427187 INT EXP PCB MC2002A \$7.2M 2/32
- 427188 INT EXP PCB CC2002C \$96M 10/32
- 427192 INT EXP PCB CC2004A \$50M 10/34
- 427195 INT EXP PCB CC2005A \$13M 6/35 427196 INT EXP - PCB CC2005B \$13M 6/35
- 427197 INT EXP PCB CC2006A \$17M 6/36
- 427198 INT EXP PCB CC2006C \$17M 6/36
- 427199 INT EXP PCS 22 \$54M 10/34
- 427202 INTEREST EXPENSE FASB 133

#### 428. AMORTIZATION OF DEBT DISCOUNT AND EXPENSE.

428090 OTHER AMORT OR DEBT DISCOUNT AND EXP

428.1 AMORTIZATION OF LOSS ON REACQUIRED DEBT.

428190 OTHER AMORT - REACQ DEBT

- 429. AMORTIZATION OF PREMIUM ON DEBT CREDIT.
- 429.1 AMORTIZATION OF GAIN ON REACQUIRED DEBT CREDIT.
- 430. INTEREST ON DEBT TO ASSOCIATED COMPANIES.

430002 INT - DEBT TO ASSOC CO

430003 INT EXP ON NOTES TO FIDELIA

431. OTHER INTEREST EXPENSE.

431002 INT - CUST DEPOSITS

431004 INT - OTHER TAX DEFNCY

431104 INTEREST EXPENSE FROM FINANCIAL LIABILITIES

432. ALLOWANCE FOR BORROWED FUNDS USED DURING CONSTRUCTION - CREDIT.

432001 ALLOW FOR FUNDS USED DURING CONSTRUC - BORROWED

#### EXTRAORDINARY ITEMS

- 434. EXTRAORDINARY INCOME.
- 435. EXTRAORDINARY DEDUCTIONS.

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#### RETAINED EARNINGS CHART OF ACCOUNTS

#### 433. BALANCE TRANSFERRED FROM INCOME.

433050 SAP ONLY - RECLASS NET INCOME TO CURRENT YEAR RETAINED EARNINGS - OFFSET

- 436. APPROPRIATIONS OF RETAINED EARNINGS.
- 437. DIVIDENDS DECLARED PREFERRED STOCK.
- 438. DIVIDENDS DECLARED COMMON STOCK.
- 439. ADJUSTMENTS TO RETAINED EARNINGS.

439001 ADJ TO RETAINED EARN

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#### OPERATING REVENUE CHART OF ACCOUNTS

#### **ELECTRIC**

#### SALES OF ELECTRICITY

#### 440. RESIDENTIAL SALES.

- 440010 RESID (FUEL) KWH
- 440101 ELECTRIC RESIDENTIAL DSM
- 440102 ELECTRIC RESIDENTIAL ENERGY NON-FUEL REV
- 440103 ELECTRIC RESIDENTIAL ENERGY FUEL REV
- 440104 ELECTRIC RESIDENTIAL FAC
- 440111 ELECTRIC RESIDENTIAL ECR
- 440112 ELECTRIC RESIDENTIAL MSR
- 440113 ELECTRIC RESIDENTIAL ESM
- 440114 ELECTRIC RESIDENTIAL VDT
- 440119 ELECTRIC RESIDENTIAL CUST CHG REV
- 440120 ELECTRIC RESIDENTIAL REV OFFSET

#### 442. COMMERCIAL AND INDUSTRIAL SALES.

- 442025 KU COMMERCIAL SALES KWH
- 442035 KU INDUSTRIAL SALES KWH
- 442065 MINE POWER SALES (COAL) KWH
- 442201 ELECTRIC LARGE COMMERCIAL DSM
- 442202 ELECTRIC LARGE COMMERCIAL ENERGY NON-FUEL REV
- 442203 ELECTRIC LARGE COMMERCIAL ENERGY FUEL REV
- 442204 ELECTRIC LARGE COMMERCIAL FAC
- 442205 ELECTRIC LARGE COMMERCIAL STOD
- 442211 ELECTRIC LARGE COMMERCIAL ECR
- 442212 ELECTRIC LARGE COMMERCIAL MSR
- 442213 ELECTRIC LARGE COMMERCIAL ESM
- 442214 ELECTRIC LARGE COMMERCIAL VDT
- 442218 ELECTRIC LARGE COMMERCIAL DEMAND CHG REV
- 442219 ELECTRIC LARGE COMMERCIAL CUST CHG REV
- 442220 ELECTRIC LARGE COMMERCIAL OFFSET
- 442301 ELECTRIC INDUSTRIAL DSM
- 442302 ELECTRIC INDUSTRIAL ENERGY NON-FUEL REV
- 442303 ELECTRIC INDUSTRIAL ENERGY FUEL REV
- 442304 ELECTRIC INDUSTRIAL FAC
- 442305 ELECTRIC INDUSTRIAL STOD
- 442311 ELECTRIC INDUSTRIAL ECR
- 442312 ELECTRIC INDUSTRIAL MSR
- 442313 ELECTRIC INDUSTRIAL ESM
- 442314 ELECTRIC INDUSTRIAL VDT
- 442318 ELECTRIC INDUSTRIAL DEMAND CHG REV
- 442319 ELECTRIC INDUSTRIAL CUST CHG REV
- 442320 ELECTRIC INDUSTRIAL OFFSET
- 442601 MINE POWER DSM
- 442602 MINE POWER ENERGY NON-FUEL REV
- 442603 MINE POWER ENERGY FUEL REV
- 442604 MINE POWER FAC
- 442605 MINE POWER STOD
- 442611 MINE POWER ECR
- 442612 MINE POWER MSR
- 442613 MINE POWER ESM

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442614 MINE POWER VDT

442618 MINE POWER DEMAND CHG REV

442619 MINE POWER CUST CHG REV

442620 MINE POWER REV OFFSET

#### 444. PUBLIC STREET AND HIGHWAY LIGHTING.

444010 PUBLIC ST/HWY LIGHTS - KWH

444101 ELECTRIC STREET LIGHTING DSM

444102 ELECTRIC STREET LIGHTING ENERGY NON-FUEL REV

444103 ELECTRIC STREET LIGHTING ENERGY FUEL REV

444104 ELECTRIC STREET LIGHTING FAC

444105 ELECTRIC STREET LIGHTING STOD

444111 ELECTRIC STREET LIGHTING ECR

444112 ELECTRIC STREET LIGHTING MSR

444113 ELECTRIC STREET LIGHTING ESM

444114 ELECTRIC STREET LIGHTING VDT

444118 ELECTRIC STREET LIGHTING DEMAND CHG REV

444119 ELECTRIC STREET LIGHTING CUST CHG REV

444120 ELECTRIC STREET LIGHTING OFFSET

#### 445. OTHER SALES TO PUBLIC AUTHORITIES.

445010 SALES - PUB AUTH - ELEC - KWH

445030 MUNICIPAL PUMPING - KWH

445101 ELECTRIC PUBLIC AUTH DSM

445102 ELECTRIC PUBLIC AUTH ENERGY NON-FUEL REV

445103 ELECTRIC PUBLIC AUTH ENERGY FUEL REV

445104 ELECTRIC PUBLIC AUTH FAC

445105 ELECTRIC PUBLIC AUTH STOD PCR

445111 ELECTRIC PUBLIC AUTH ECR

445112 ELECTRIC PUBLIC AUTH MSR

445113 ELECTRIC PUBLIC AUTH ESM

445114 ELECTRIC PUBLIC AUTH VDT

445118 ELECTRIC PUBLIC AUTH DEMAND CHG REV

445119 ELECTRIC PUBLIC AUTH CUST CHG REV

445120 ELECTRIC PUBLIC AUTH OFFSET

445301 MUNI PUMPING DSM

445302 MUNI PUMPING ENERGY NON-FUEL REV

445303 MUNI PUMPING ENERGY FUEL REV

445304 MUNI PUMPING FAC

445305 MUNICIPAL PUMPING STOD

445311 MUNI PUMPING ECR

445312 MUNI PUMPING MSR

445313 MUNI PUMPING ESM

445314 MUNI PUMPING VDT

445318 MUNI PUMPING DEMAND CHG REV

445319 MUNI PUMPING CUST CHG REV

445320 MUNI PUMPING REV OFFSET

#### 446. SALES TO RAILROADS AND RAILWAYS.

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#### 447. SALES FOR RESALE.

- 447005 I/C SALES OSS
- 447006 I/C SALES NL
- 447016 SALES MISO DAY 2 OSS
- 447021 FIRM SALES MUNI/BEREA KWH
- 447050 SPOT SALES ENERGY KWH
- 447100 BROKERED SALES
- 447109 BROKERED SALES MISO DAY 2
- 447110 SETTLED SWAP REVENUE
- 447120 SETTLED SWAP REVENUE PROPRIETARY
- 447121 SETTLED SWAP/REVENUE PROPRIETARY NETTING
- 447200 BROKERED PURCHASES
- 447209 BROKERED PURCHASES MISO Day 2
- 447210 SETTLED SWAP EXPENSE
- 447220 SETTLED SWAP EXPENSE PROPRIETARY
- 447221 SETTLED SWAP EXPENSE PROPRIETARY NETTING
- 447302 RESALE MUNICIPALS BASE REV
- 447303 RESALE MUNICIPALS BASE REV FUEL
- 447304 RESALE MUNICIPALS FAC
- 447318 RESALE MUNICIPALS DEMAND CHG REV
- 447320 RESALE MUNICIPALS OFFSET

#### 448. INTERDEPARTMENTAL SALES.

#### 449.1 PROVISION FOR RATE REFUND.

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#### OTHER ELECTRIC OPERATING REVENUES

- 450. FORFEITED DISCOUNTS.
- 451. MISCELLANEOUS SERVICE REVENUES.
  - 451001 RECONNECT CHRG ELEC
  - 451002 TEMPORARY SERV ELEC
  - 451004 OTH SERVICE REV ELEC
- 453. SALES OF WATER AND WATER POWER.
- 454. RENT FROM ELECTRIC PROPERTY.
  - 454001 CATV ATTACH RENT
  - 454002 OTH RENT ELEC PROP
  - 454003 RENT FRM FIBER OPTIC
  - 454004 RENT INCOME ASSOC CO KU ENERGY
- 455. INTERDEPARTMENTAL RENTS.
- 456. OTHER ELECTRIC REVENUES.
  - 456008 OTHER MISC ELEC REVS
  - 456025 OSS RSG MWP
  - 456030 FORFEITED REFUNDABLE ADVANCES
  - 456043 MISO SCHEDULE 10 OFFSET
- 456.1 REVENUES FROM TRANSMISSION OF ELECTRICITY OF OTHERS.
  - 456101 BASE OTHER ELECTRIC REVENUES-WHEELING-MISO
  - 456102 ANCILLARY SERVICE SCHEDULE 1-MISO
  - 456103 ANCILLARY SERVICE SCHEDULE 2-MISO
  - 456106 ANCILLARY SERVICE SCHEDULE 2-OSS-MISO
  - 456109 NL TRANSMISSION OF ELECTRIC ENERGY-3RD PARTY
  - 456114 INTERCOMPANY TRANSMISSION REVENUE
  - 456124 I/C TRANSMISSION RETAIL REVENUE EKPC (NATIVE LOAD)
- 457. OTHER REVENUE SOURCES.

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#### BALANCE SHEET CHART OF ACCOUNTS

#### ASSETS AND OTHER DEBITS

#### 101. PLANT IN SERVICE.

- 101102 PLANT IN SERVICE ELECTRIC FRANCHISES AND CONSENTS
- 101103 PLANT IN SERVICE MISC INTANGIBLE PLANT
- 101104 PLANT IN SERVICE ELECTRIC LAND AND LAND RIGHTS
- 101105 PLANT IN SERVICE ELECTRIC STRUCTURES
- 101106 PLANT IN SERVICE ELECTRIC EQUIPMENT
- 101107 PLANT IN SERVICE ELECTRIC ARO ASSET RETIREMENT COST EQUIPMENT
- 101108 PLANT IN SERVICE ELECTRIC HYDRO EQUIPMENT
- 101109 PLANT IN SERVICE ELECTRIC DISTRIBUTION EQUIPMENT
- 101110 PLANT IN SERVICE LEASED PROPERTY
- 101111 PLANT IN SERVICE ELECTRIC GENERAL EQUIPMENT
- 101112 PLANT IN SERVICE ELECTRIC COMMUNICATION EQUIPMENT
- 101125 PLANT IN SERVICE ELECTRIC ARO ASSET RETIREMENT COST LAND/BUILDING
- 101.1 PROPERTY UNDER CAPITAL LEASES.
- 102. PLANT PURCHASED OR SOLD.
- 103. EXPERIMENTAL UTILITY PLANT UNCLASSIFIED.
- 104. PLANT LEASED TO OTHERS.
- 105. PLANT HELD FOR FUTURE USE.
- 106. COMPLETED CONSTRUCTION NOT CLASSIFIED.
- 107. CONSTRUCTION WORK IN PROGRESS.

107001 CONSTR WORK IN PROG

#### 108. ACCUMULATED PROVISION FOR DEPRECIATION OF UTILITY PLANT.

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108099 RWIP - OTHER CREDITS
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- 108104 ACCUM DEPR. ELECTRIC LAND RIGHTS
- 108105 ACCUM. DEPR. ELECTRIC STRUCTURES
- 108106 ACCUM, DEPR. ELECTRIC EQUIPMENT
- 108107 ACCUM. DEPR. ELECTRIC ARO ASSET RETIREMENT COST EQUIPMENT
- 108108 ACCUM. DEPR. ELECTRIC HYDRO EQUIPMENT
- 108109 ACCUM, DEPR. ELECTRIC DISTRIBUTION EQUIPMENT
- 108110 ACCUM DEPR. LEASED PROPERTY
- 108111 ACCUM DEPR ELECTRIC GENERAL EQUIPMENT
- 108112 ACCUM, DEPR. ELECTRIC COMMUNICATION EQUIP
- 108113 ACCUM, DEPR. ELECTRIC TRANSPORTATION EQUIP
- 108114 ACCUM DEPR COR ELECTRIC LAND RIGHTS
- 108115 ACCUM, DEPR. COR ELECTRIC STRUCTURES
- 108116 ACCUM, DEPR. COR ELECTRIC EQUIPMENT
- 108118 ACCUM. DEPR. COR ELECTRIC HYDRO EQUIPMENT
- 108119 ACCUM DEPR COR ELECTRIC DISTRIBUTION
- 108120 ACCUM, DEPR. COR ELECTRIC GENERAL PROPERTY
- 108121 ACCUM. DEPR. COR ELECTRIC COMMUNICATION EQUIP
- 108125 ACCUM. DEPR. ELECTRIC ARO ASSET RETIREMENT COST LAND/BUILDING

108901 RETIREMENT - RWIP

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- 111. ACCUMULATED PROVISION FOR AMORTIZATION AND DEPLETION OF UTILITY PLANT.
  - 111102 AMORTIZATION EXPENSE ELECTRIC FRANCHISES AND CONSENTS 111103 AMORTIZATION EXPENSE ELECTRIC INTANGIBLES
- 114. UTILITY PLANT ACQUISITION ADJUSTMENTS.
- 115. ACCUMULATED PROVISION FOR AMORTIZATION OF UTILITY PLANT ACQUISITION ADJUSTMENTS.
- 116. OTHER UTILITY PLANT ADJUSTMENTS.
- 118. OTHER UTILITY PLANT.
- 119. ACCUMULATED PROVISION FOR DEPRECIATION AND AMORTIZATION OF OTHER UTILITY PLANT.

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#### OTHER PROPERTY AND INVESTMENTS

#### 121. NONUTILITY PROPERTY.

121001 NONUTIL PROP IN SERV

122. ACCUMULATED PROVISION FOR DEPRECIATION AND AMORTIZATION OF NONUTILITY PROPERTY.

122002 ACCUM AMORT - NONUTIL

123. INVESTMENT IN ASSOCIATED COMPANIES.

123001 INVEST IN ASSOC CO - EEI

- 123.1 INVESTMENT IN SUBSIDIARY COMPANIES.
- 124. OTHER INVESTMENTS.

124002 INVESTMENT IN OVEC 124009 OTHER INVESTMENTS - ALLY

- 125. SINKING FUNDS.
- 126. DEPRECIATION FUND.
- 127. AMORTIZATION FUND-FEDERAL.
- 128. OTHER SPECIAL FUNDS.

128002 OTHER SPECIAL FUNDS - SHORT-TERM

128005 CLOSED 05/07 - OMU - INTEREST ON RESERVE, NEW

128006 CLOSED 05/07 - OMU - RI ON MAINTENANCE RESERVE

128007 CLOSED 05/07 - OMU - RI ON ADDITIONS AND REPLACEMENTS

128008 CLOSED 05/07 - OMU - RI ON OPERATIONS

128009 CLOSED 05/07 - OMU - RI INTEREST ON PURCHASE POWER

128010 CLOSED 05/07 - OMU - PURCHASED POWER, COAL RESERVE

128015 OMU - INTEREST ON RESERVE, NEW

128016 OMU - RI ON MAINTENANCE RESERVE

128017 OMU - RI ON ADDITIONS AND REPLACEMENTS

128018 OMU - RI ON OPERATIONS

128019 OMU - RI INTEREST ON PURCHASE POWER

128020 OMU - PURCHASED POWER, COAL RESERVE

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#### CURRENT AND ACCRUED ASSETS

#### 131. CASH.

131050 SUNDRY CASH COLLECT 131070 KU CASH ACCOUNTS 131090 CASH - BOA A/P - CLEARING 131092 CASH - BOA FUNDING

- 132. INTEREST SPECIAL DEPOSITS.
- 133. DIVIDEND SPECIAL DEPOSITS.
- 134. OTHER SPECIAL DEPOSITS.

134001 SPECIAL DEPOSITS 134007 CLOSED 08/07 - RESTRICTED CASH - SHORT TERM 134011 RESTRICTED CASH - SHORT TERM 134012 OTHER SPECIAL FUNDS - MARGIN ACCOUNT

135. WORKING FUNDS.

135001 WORKING FUNDS

136. TEMPORARY CASH INVESTMENTS.

136005 TEMP INV - OTHER

- 141. NOTES RECEIVABLE.
- 142. CUSTOMER ACCOUNTS RECEIVABLE.

142001 CUST A/R - ACTIVE 142003 WHOLESALE SALES A/R 142004 TRANSMISSION RECEIVABLE 142008 WHOLESALE SALES ACCOUNTS RECEIVABLE - UNBILLED 142999 CUST A/R KU SUSP CIS - ACCT'G USE ONLY

#### 143. OTHER ACCOUNTS RECEIVABLE.

143001 A/R - OFFICERS/EMPL
143003 ACCTS REC - IMEA
143004 ACCTS REC - IMPA
143007 ACCTS REC - NON PROJECT UTIL ACCT USE ONLY
143008 EMPLOYEE COMPUTER LOANS
143011 INSURANCE CLAIMS
143012 ACCTS REC - MISCELLANEOUS
143017 ACCTS REC - DAMAGE CLAIMS (DTS)
143019 CLOSED 04/08 - ACCTS REC - TAX REFUNDS
143022 ACCTS REC - BEYOND THE METER
143024 A/R MUTUAL AID
143025 ACCT RECEIVABLE - EL SWAPS

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#### 144. ACCUMULATED PROVISION FOR UNCOLLECTIBLE ACCOUNTS-CREDIT.

144001 UNCOLL ACCT - CR - UTIL

144002 UNCOLL ACCT - DR - C/OFF

144003 UNCOLL ACCT - CR - RECOV

144004 UNCOLL ACCT - CR - OTHER

144006 UNCOLL ACCT - A/R MISC

144009 UNCOLL ACCTS - LEM

144011 UNCOLL MISC A/R PROVISION

144012 UNCOLL MISC A/R CHARGEOFFS

144013 UNCOLL MISC A/R RECOVERIES

#### 145. NOTES RECEIVABLE FROM ASSOCIATED COMPANIES.

#### 146. ACCOUNTS RECEIVABLE FROM ASSOCIATED COMPANIES.

146100 INTERCOMPANY

146200 CLOSED 12/07 - A/R FRM ASSOC CO - AP SOURCE

#### 151. FUEL STOCK.

151020 COAL PURCHASES - TONS

151023 IN-TRANSIT COAL

151030 FUEL OIL - GAL

151060 RAILCARS - OPER/MTCE

151061 GAS PIPELINE OPER/MTCE

151062 CLOSED 02/08 - GAS PIPELINE OPER/MTCE-BTU

151080 COAL BARGE SHUTTLING

#### 152. FUEL STOCK EXPENSES UNDISTRIBUTED.

#### 153. RESIDUALS.

#### 154. PLANT MATERIALS AND OPERATING SUPPLIES.

154001 MATERIALS/SUPPLIES

154003 LIMESTONE

154023 LIMESTONE IN-TRANSIT

- 155. MERCHANDISE.
- 156. OTHER MATERIALS AND SUPPLIES.
- 158.1 ALLOWANCE INVENTORY.

158101 CLOSED 5/07 - SO2 ALLOWANCE INVENTORY - COAL-FIRED

158121 SO2 ALLOWANCE INVENTORY - COAL-FIRED

158201 CLOSED 01/08 - SO2 ALLOWANCE INVENTORY - COAL-FIRED

#### 158.2 ALLOWANCES WITHHELD.

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#### 163. STORES EXPENSE UNDISTRIBUTED.

163001 STORES EXPENSE

163002 WAREHOUSE EXPENSES

163003 FREIGHT

163005 SALES TAX

163006 PHYS INVENT ADJUSTMT

163007 INVOICE PRICE VARIANCES

163100 OTHER

#### 165. PREPAYMENTS.

165001 PREPAID INSURANCE

165002 PREPAID TAXES

165018 PREPAID RISK MGMT AND WC

165020 PREPAID VEHICLE LICENSE

165100 PREPAID OTHER

#### 171. INTEREST AND DIVIDENDS RECEIVABLE.

171001 INTEREST RECEIVABLE

171003 DIVIDENDS RECEIVABLE-EXTERNAL

- 172. RENTS RECEIVABLE.
- 173. ACCRUED UTILITY REVENUES.

173001 ACCRUED UTIL REVENUE

174. MISCELLANEOUS CURRENT AND ACCRUED ASSETS.

174001 MISC CURR/ACCR ASSET

175. DERIVATIVE ASSETS - NONHEDGING-CURRENT.

175001 DERIVATIVE ASSET - NONHEDGING - CURRENT

176. DERIVATIVE ASSETS - CF/FV HEDGING-CURRENT.

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#### **DEFERRED DEBITS**

#### 181. UNAMORTIZED DEBT EXPENSE.

- 181004 UNAM EXP \$17.8M 2/26
- 181005 UNAM EXP \$8.9M 3/37
- 181130 CLOSED 05/07 KU SERIES P 7.92
- 181144 CLOSED 05/07 KU SERIES 10, VARIOUS, DUE 11/01/24
- 181145 KU SERIES A, 4.75%, DUE 05/01/23
- 181184 UNAM EXP PCB CC2002A \$20.93M 2/32
- 181185 UNAM EXP PCB CC2002B \$2.4M 2/32
- 181186 UNAM EXP PCB MC2002A \$7.4M 2/32
- 181187 UNAM EXP PCB MC2002A \$7.2M 2/32
- 181188 UNAM EXP PCB CC2002C \$96M 10/32
- 181192 UNAM EXP PCB CC2004A \$50M 10/34
- 181195 UNAM EXP PCB CC2005A \$13M 6/35
- 181196 UNAM EXP PCB CC2005B \$13M 6/35
- 181197 UNAM EXP PCB CC2006A \$17M 6/36
- 181198 UNAM EXP PCB CC2006C \$17M 6/36
- 181199 UNAM EXP PCS 22 \$54M 10/34

#### 182.1 EXTRAORDINARY PROPERTY LOSSES.

#### 182.2 UNRECOVERED PLANT AND REGULATORY STUDY COSTS.

#### 182.3 OTHER REGULATORY ASSETS.

- 182301 FASB 109 ADJ FED
- 182302 FASB 109 GR-UP FED
- 182303 FASB 109 ADJ STATE
- 182304 FASB 109 GR-UP STATE
- 182305 REGULATORY ASSET FAS 158 OPEB
- 182311 FERC JURISDICTIONAL PENSION EXPENSE
- 182314 OTHER REGULATORY ASSETS
- 182315 REGULATORY ASSET FAS 158 PENSION
- 182317 OTHER REGULATORY ASSETS ARO GENERATION
- 182318 OTHER REG ASSETS ARO TRANSMISSION
- 182320 ICE STORM REGULATORY ASSET
- 182321 MISO EXIT FEE
- 182325 OTHER REGULATORY ASSETS ARO DISTRIBUTION
- 182328 FASB 109 ADJ FED
- 182329 FASB 109 GR-UP FED
- 182330 FASB 109 ADJ STATE
- 182331 FASB 109 GR-UP STATE
- 182350 CLOSED 12/07 REGULATORY ASSET RECLASS TO CURRENT FOR SAP
- 182351 CLOSED 12/07 REGULATORY ASSET RECLASS TO CURRENT FOR SAP OFFSET

#### 183 PRELIMINARY SURVEY AND INVESTIGATION CHARGES - ELECTRIC.

183301 PRELIM SURV/INV - ELEC

#### 183.4 PRELIMINARY SURVEY AND INVESTIGATION CHARGES - COMMON.

#### 184. CLEARING ACCOUNTS.

184001 VACATION - BURDEN CLEARING

184002 VACATION PAY

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184010 HOLIDAY - BURDEN CLEARING
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- 184011 HOLIDAY PAY
- 184020 SICK BURDEN CLEARING
- 184021 SICK PAY
- 184030 OTHER OFF-DUTY BURDEN CLEARING
- 184031 OTHER OFF-DUTY PAY
- 184040 TEAM INCENTIVE AWARD BURDEN CLEARING
- 184075 WORKERS COMP BURDEN CLEARING
- 184076 ADMINISTRATIVE AND GENERAL BURDEN CLEARING
- 184093 LONG TERM DISABILITY BURDEN CLEARING
- 184096 PENSIONS BURDEN CLEARING
- 184097 FASB 106 (OPEB) BURDEN CLEARING
- 184098 FASB 112 (OPEB) BURDEN CLEARING
- 184101 GROUP LIFE INSURANCE BURDEN CLEARING
- 184104 DENTAL INSURANCE BURDEN CLEARING
- 184105 MEDICAL INSURANCE BURDEN CLEARING
- 184108 401K BURDEN CLEARING
- 184109 RETIREMENT INCOME BURDEN CLEARING
- 184119 PENSION INTEREST BURDEN CLEARING
- 184120 FASB 106 INTEREST (OPEB) BURDEN CLEARING
- 184121 OTHER BENEFITS BURDEN CLEARING
- 184150 SYSTEM ALLOC-CO 1
- 184301 GASOLINE TRANSP
- 184304 VEHICLE REPR TRANSP
- 184306 CLOSED 02/08 GARAGE OP EXP-TRANSP
- 184307 ADMIN/OTH EXP TRANSP
- 184308 VALUE-ADD SVCSTR
- 184309 DIESEL FUEL TRANSP
- 184310 CLOSED 02/08 TELECOM VEHICLE RADIO/COMPUTER CHANGE-OUT OVERHEADS
- 184312 RENT/STORAGE TRANSP
- 184313 TELECOM VEHICLE RADIO / COMPUTER EXPENSES
- 184314 LICENSE/TAX TRANSP
- 184315 DEPRECIATION TRANSP
- 184317 CLOSED 02/08 VEHICLE PART / RURAL VENDOR ADMINISTRATION
- 184319 FUEL ADMINISTRATION VEHICLES
- 184320 TRANSPORTATION CLEARING ACCOUNT ADJUSTMENT OFFSET
- 184450 CL ACC TO OTH DEF CR
- 184600 ENGINEERING OVERHEADS GENERATION
- 184602 ENGINEERING OVERHEADS DISTRIBUTION
- 184605 ENGINEERING OVERHEADS TRANSMISSION
- 184610 CLOSED 07/07 CONST. OVERHEADS PLANT
- 184611 CLOSED 07/07 CONST OVERHEADS TRANSMISSION
- 184612 ENGINEERING OVERHEADS DISTRIBUTION
- 184701 EMPLOYEE ADVANCES CLEARING

#### 185. TEMPORARY FACILITIES.

#### 186. MISCELLANEOUS DEFERRED DEBITS.

- 186001 MISC DEFERRED DEBITS
- 186004 FINANCING EXPENSE
- 186020 OMU EMISSION ALLOWANCE INVENTORY
- 186023 KURATE CASE
- 186024 MERGER SURCREDIT SETTLEMENT
- 186026 FUEL ADJUSTMENT CLAUSE
- 186027 ENVIRONMENTAL COST RECOVERY
- 186029 VA FUEL COMPONENT

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186035 KEY MAN LIFE INSURANCE
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- 186036 LAND OPTIONS
- 186049 PRELIMINARY CELL SITE COSTS
- 186050 CUSTOMER ORDERS
- 186071 CLOSED 05/07 KU LONG-TERM DER ASSET (FAS 133) SWAP MATURES 5/15/07, \$53M
- 186200 RCANDEEP LGE ADM-LAB
- 186201 RCANDEEP LGE ADM-NOLAB
- 186225 RCANDEEP WEATHERIZ
- 186235 RCANDEEP OTHER
- 186251 RES DIR LOAD CONTROL
- 186260 RES ENERGY AUD
- 186340 SM COMM CONS PROGRAM
- 186380 DSM PROGRAM
- 186576 FREE RENT CARROLLTON SALE/LEASEBACK

#### 187. DEFERRED LOSSES FROM DISPOSITION OF UTILITY PLANT.

#### 188. RESEARCH, DEVELOPMENT AND DEMONSTRATION EXPENDITURES.

#### 189. UNAMORTIZED LOSS ON REACQUIRED DEBT.

- 189033 CLOSED 08/07 KU SERIES P 7.92%
- 189034 KU SERIES R 7.55%
- 189042 KU SERIES A 4.75%
- 189084 UNAM LOSS PCB CC2002A \$20.93M 2/32
- 189085 UNAM LOSS PCB CC2002B \$2.4M 2/32
- 189086 UNAM LOSS PCB MC2002A \$7.4M 2/32
- 189087 UNAM LOSS PCB MC2002A \$7.2M 2/32
- 189088 UNAM LOSS PCB CC2002C \$96M 10/32
- 189091 UNAM LOSS FMB P \$33M 5/15
- 189092 UNAM LOSS PCB CC2004A \$50M 10/34
- 189093 UNAM LOSS PCB \$7.2M REDEEMED
- 189094 UNAM LOSS PCB JC2005A \$40M 2/35

#### 190. ACCUMULATED DEFERRED INCOME TAXES.

- 190001 ACC DEF INC TAX FED
- 190002 ACC DEF INC TAX CURRENT FED
- 190003 ACC DEF INC TAX ST
- 190004 ACC DEF INC TAX CURRENT STATE
- 190007 FASB 109 ADJ FED
- 190008 FASB 109 GRS-UP FED
- 190009 FASB 109 ADJ STATE
- 190010 FASB 109 GRS-UP ST
- 190011 FAS 133 DEF TAX ASSET FED
- 190308 DTA ON RECEIV AND OTHER ASSETS (NON DERIV)
- 190315 DTA ON PROVISIONS FOR PENSIONS AND SIMILAR OBLIGATIONS
- 190318 DTA ON LIABILITIES (EXCLUDING DERIVATIVES)
- 190403 DTA ON FIXED ASSETS
- 190408 DTA ON RECEIV AND OTHER ASSETS (NON DERIV)
- 190410 DTA ON OTHER RECEIVABLES FR DERIV FINANCIAL INSTRUMENTS
- 190415 DTA ON PROVISIONS FOR PENSIONS AND SIMILAR OBLIGATIONS
- 190418 DTA ON LIABILITIES (EXCLUDING DERIVATIVES)
- 190423 DTA ON TAX CREDITS
- 190461 NETTING OUT DEFERRED TAX ASSETS C
- 190997 QUARTERLY CHANGES OF DTA
- 190998 QUARTERLY CHANGES OF DTA

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### 190999 QUARTERLY CHANGES OF DTL LIABILITIES AND OTHER CREDITS

#### PROPRIETARY CAPITAL

201002 COMMON STOCK - W/O PAR

- 202. COMMON STOCK SUBSCRIBED.
- 203. COMMON STOCK LIABILITY FOR CONVERSION.
- 204. PREFERRED STOCK ISSUED.
- 205. PREFERRED STOCK SUBSCRIBED.
- 206. PREFERRED STOCK LIABILITY FOR CONVERSION.
- 207. PREMIUM ON CAPITAL STOCK.
- 208. DONATIONS RECEIVED FROM STOCKHOLDERS.
- 209. REDUCTION IN PAR OR STATED VALUE OF CAPITAL STOCK.
- 210. GAIN ON RESALE OR CANCELLATION OF REACQUIRED CAPITAL STOCK.
- 211. MISCELLANEOUS PAID-IN CAPITAL.

211001 CONTRIBUTED CAPITAL - MISC

- 212. INSTALLMENTS RECEIVED ON CAPITAL STOCK.
- 213. DISCOUNT ON CAPITAL STOCK.
- 214. CAPITAL STOCK EXPENSE.

214010 CAP STOCK EXP - COMMON

- 215. APPROPRIATED RETAINED EARNINGS.
- 215.1 APPROPRIATED RETAINED EARNINGS AMORTIZATION RESERVE, FEDERAL.
- 216. UNAPPROPRIATED RETAINED EARNINGS.
  - 216001 UNAPP RETAINED EARN
  - 216050 SAP ONLY RECLASS NET INCOME TO CURRENT YEAR RETAINED EARNINGS
  - 216150 CLOSED 02/08 SAP ONLY RECLASS EQUITY IN EARNINGS OF SUBSIDIARY TO CURRENT YEAR RETAINED EARNINGS
- 216.1 UNAPPROPRIATED UNDISTRIBUTED SUBSIDIARY EARNINGS.

216101 UNAPP UNDST SUB EARN

- 217. REACQUIRED CAPITAL STOCK.
- 219. OTHER COMPREHENSIVE INCOME.

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#### LONG-TERM DEBT

#### 221. BONDS.

- 221004 CC 2007A SERIES \$17.8M

  221005 TC 2007A SERIES \$8.9M

  221146 KU PC SERIES A, 4.75%, DUE 05/01/23

  221188 PCB CC2002C \$96M DUE 10/32 VAR

  221192 PCB CC2004A \$50M DUE 10/34 VAR

  221195 PCB CC2005A \$13M DUE 6/35

  221196 PCB CC2005B \$13M due 6/35

  221197 PCB CC2006A \$17M DUE 6/36

  221198 PCB CC2006C \$17M due 6/36

  221199 PCS22 \$54M DUE 10/34

  221201 CLOSED 05/07 KU L-T DER LIAB (FAS 133) \$53M END 05/15/07

  221245 CLOSED 05/07 KU PC SERIES 10, VARIOUS, DUE 11/01/24

  221284 PCB CC2002A \$20.93M DUE 2/32 VAR

  221285 PCB CC2002B \$2.4M DUE 2/32 VAR
- 222. REACQUIRED BONDS.
- 223. ADVANCES FROM ASSOCIATED COMPANIES.

223002 ADVANCES PAYABLE FROM FID

221286 PCB MC2002A \$7.4M DUE 2/32 VAR 221287 PCB MC2002A \$7.2M DUE 2/32 VAR

- 224. OTHER LONG-TERM DEBT.
- 225. UNAMORTIZED PREMIUM ON LONG-TERM DEBT.
- 226. UNAMORTIZED DISCOUNT ON LONG-TERM DEBT DEBIT.

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#### **OTHER NON-CURRENT LIABILITIES**

- OBLIGATIONS UNDER CAPITAL LEASES NON-CURRENT. 227.
- 228.1 ACCUMULATED PROVISION FOR PROPERTY INSURANCE.
- 228.2 ACCUMULATED PROVISION FOR INJURIES AND DAMAGES.

228201 WORKERS COMPENSATION

228.3 ACCUMULATED PROVISION FOR PENSIONS AND BENEFITS.

228301 FASB106 - POST RET BEN 228304 PENSION PAYABLE 228305 POST EMPLOYMENT BENEFIT PAYABLE

228306 PENSION PAYABLE SERP 228307 FASB 106 - MEDICARE SUBSIDY

228325 FASB 112 - POST EMPLOY MEDICARE SUBSIDY

- ACCUMULATED MISCELLANEOUS OPERATING PROVISIONS. 228.4
- ACCUMULATED PROVISION FOR RATE REFUNDS. 229.
- PCB SERIES DUE WITHIN ONE YEAR. 230.

230001 CLOSED 05/07 - PCB DUE W/IN 1 YR

230012 ASSET RETIREMENT OBLIGATIONS - STEAM

230013 ASSET RETIREMENT OBLIGATIONS - TRANSMISSION

230015 ASSET RETIREMENT OBLIGATIONS - DISTRIBUTION

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#### **CURRENT AND ACCRUED LIABILITIES**

#### 231. NOTES PAYABLE.

#### 232. ACCOUNTS PAYABLE.

- 232001 ACCTS PAYABLE-REG
- 232002 SALS/WAGES ACCRUED
- 232004 CLOSED 10/07 DEF OFFICERS SAL
- 232009 PURCHASING ACCRUAL
- 232010 WHOLESALE PURCHASES A/P
- 232011 TRANSMISSION PAYABLE
- 232014 RECEIVING/INSPECTION ACCRUAL
- 232015 AP FUEL
- 232024 CREDIT CASH BALANCE
- 232100 ACCOUNTS PAYABLE TRADE
- 232102 CLOSED 10/07 PENSION PAYABLE
- 232105 CLOSED 12/07 WORKERS COMPENSATION
- 232109 CLOSED 10/07 POST EMPLOY BENE PAY
- 232202 CLOSED 04/08 LOUISVILLE PAC WITHHOLDING PAYABLE
- 232205 IBEW UNION DUES WITHHOLDING PAYABLE
- 232206 UNITED WAY WITHHOLDING PAYABLE
- 232207 CLOSED 04/08 US SAVINGS BONDS WITHHOLDING PAYABLE
- 232211 TIA LIABILITY
- 232214 CLOSED 04/08 401K WITHHOLDING PAYABLE
- 232215 LOUISVILLE PAC WITHHOLDING PAYABLE
- 232216 CLOSED 04/08 DCAP WITHHOLDING PAYABLE
- 232217 CLOSED 03/08 FUND FOR THE ARTS WITHHOLDING PAYABLE
- 232220 CREDIT UNION WITHHOLDING PAYABLE
- 232223 GARNISHEES WITHHOLDING PAYABLE
- 232233 401K WITHHOLDING PAYABLE
- 232234 DCAP WITHHOLDING PAYABLE
- 232235 UNITED STEEL WORKERS UNION DUES
- 232238 CLOSED 04/08 HCRA WITHHOLDING PAYABLE
- 232239 CLOSED 04/08 UNIVERSAL LIFE INS WITHHOLDING PAYABLE
- 232241 HCRA WITHHOLDING PAYABLE
- 232242 UNIVERSAL LIFE INS WITHHOLDING PAYABLE

#### 233. NOTES PAYABLE TO ASSOCIATED COMPANIES.

233030 N/P - MONEY POOL EUS CURRENT 233100 CLOSED 05/07 - N/P - MONEY POOL EUS

#### 234. ACCOUNTS PAYABLE TO ASSOCIATED COMPANIES.

234010 I/C PAYABLE - FIDELIA 234100 A/P TO ASSOC CO 234200 CLOSED 12/07 - A/P TO ASSOC CO - AP SOURCE

#### 235. CUSTOMER DEPOSITS.

235001 CUSTOMER DEPOSITS

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#### 236. TAXES ACCRUED.

- 236005 CLOSED 04/08 STATE UNEMPLOYMENT OPR
- 236006 CLOSED 04/08 FEDERAL UNEMPLOYMENT OPR
- 236007 FICA OPR
- 236009 AUTO/TRAILER LICENSE OPR
- 236010 CLOSED 04/08 CORP INCOME KY OPR
- 236011 CLOSED 04/08 CORP INCOME FED OPR
- 236013 ST SALES/USE TAX KY OPR
- 236014 CLOSED 04/08 ST SALES/USE TAX KY OPR
- 236025 CORP INC TAX FED EST OPR
- 236026 CORP INC TAX ST EST OPR
- 236028 CLOSED 04/08 REAL ESTATE AND PERSONAL PROPERTY TAXES
- 236030 CLOSED 04/08 PROPERTY TAX ON RAIL CARS USED FOR COAL
- 236031 CORP INCOME KY OPR
- 236032 CORP INCOME FED OPR
- 236033 REAL ESTATE AND PERSONAL PROPERTY TAXES
- 236034 PROPERTY TAX ON RAILCARS USED FOR COAL
- 236115 STATE UNEMPLOYMENT OPR
- 236116 FEDERAL UNEMPLOYMENT OPR
- 236201 CLOSED 04/08 FEDERAL UNCERTAIN TAX POSITION RESERVE
- 236202 CLOSED 04/08 STATE UNCERTAIN TAX POSITION RESERVE

#### 237. INTEREST ACCRUED.

- 237004 ACCR INT \$17.8M 2/26
- 237005 ACCR INT \$8.9M 3/37
- 237133 CLOSED 05/07 KU SERIES P 7.92%
- 237147 CLOSED 05/07 KU SERIES 10, VARIOUS, DUE 11/01/24
- 237149 2000 SERIES A 4.75%
- 237184 ACCR INT PCB CC2002A \$20,93M 2/32
- 237185 ACCR INT PCB CC2002B \$2.4M 2/32
- 237186 ACCR INT PCB MC2002A \$7.4M 2/32
- 237187 ACCR INT PCB MC2002A \$7.2M 2/32
- 237188 ACCR INT PCB CC2002C \$96M 10/32
- 237192 ACCR INT PCB CC2004A \$50M 10/34
- 237195 ACCR INT PCB CC2005A \$13M 6/35 237196 ACCR INT - PCB CC2005B \$13M 6/35
- 237197 ACCR INT PCB CC2006A \$17M 6/36
- 237198 ACCR INT PCB CC2006C \$17M 6/36
- 237199 ACCR INT PCS 22 \$54M 10/34
- 23/199 ACCK INT FC3 22 #34WI
- 237300 INT ACC OTH LIAB
- 237301 INTEREST ACCRUED ON CUSTOMER DEPOSITS
- 237303 INTEREST ACCRUED ON UNCERTAIN TAX POSITIONS
- 238. DIVIDENDS DECLARED.
- 239. MATURED LONG-TERM DEBT.
- 240. MATURED INTEREST.
- 241. TAX COLLECTIONS PAYABLE.
  - 241001 CLOSED 04/08 TAX COLL PAY-FICA
  - 241002 CLOSED 04/08 T/C PAY-PERS INC-KY
  - 241006 T/C PAY ST SALES/USE
  - 241007 TAX COLL PAY FICA

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241008 CLOSED 04/08 - T/C PAY-PERS INC-IND
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- 241009 T/C PAY OCCUP/SCHOOL
- 241018 STATE WITHHOLDING TAX PAYABLE
- 241032 CLOSED 04/08 T/C PAY-PERS INC VIRGINIA
- 241036 LOCAL WITHHOLDING TAX PAYABLE
- 241037 T/C PAY PERS INC FED
- 241038 T/C PAY ST SALES/USE
- 241039 T/C PAY BARDSTOWN
- 241041 CONSUMER UTILITY TAX VA
- 241042 CLOSED 04/08 SALES TAX NORTON, VA
- 241046 CONSUMER UTILITY TAX VA
- 241047 SALES TAX NORTON, VA
- 241048 FRANCHISE FEE NET UNBILLED
- 241049 FRANCHISE FEE PAYABLE CHARGE UNCOLLECTED
- 241050 CLOSED 04/08 FRANCHISE FEE NET UNBILLED
- 241051 FRANCHISE FEE PAYABLE CHARGE UNCOLLECTED
- 241052 FRANCHISE FEE COLLECTED ON BAD DEBTS
- 241056 FRANCHISE FEE COLLECTED ON BAD DEBTS
- 241060 CLOSED 04/08 KU LICENSE FEES (P/R)

#### 242. MISCELLANEOUS CURRENT AND ACCRUED LIABILITIES.

- 242001 MISC LIABILITY
- 242002 MISC LIAB VESTED VAC
- 242014 ESCHEATED DEPOSITS
- 242015 FRANCHISE FEE PAYABLE FRANCHISE LOCATIONS
- 242017 HOME ENERGY ASSISTANCE
- 242018 GREEN POWER REC LIABILITY
- 242019 GREEN POWER MKT LIABILITY
- 242028 SERVICE DEPOSIT REFUND PAYABLE
- 242030 WINTERCARE ENERGY FUND
- 242037 FASB 106 MEDICARE SUBSIDY CURRENT PORTION
- 242101 RETIREMENT INCOME LIABILITY
- 243. OBLIGATIONS UNDER CAPITAL LEASES CURRENT.
- 244. DERIVATIVE LIABILITIES NONHEDGING-CURRENT.

244001 DERIVATIVE LIABILITY - NONHEDGING - CURRENT

- 244.5 DERIVATIVE LIABILITIES-NON-HEDGING-LONG TERM.
- 245. DERIVATIVE LIABILITIES CF/FV HEDGING-CURRENT.
- 245.5 DERIVATIVE LIABILITIES-CF/FV HEDGING-LONG TERM.

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#### DEFERRED CREDITS

#### 252. CUSTOMERS ADVANCES FOR CONSTRUCTION.

252001 LINE EXTENSIONS

252003 OTH CUST ADV - CONSTR

252004 CUST OUTDOOR LIGHTING DEPOSITS

252005 MOBILE HOME LINE

252006 20% SUPPLEMENT

252007 CLOSED 05/07 - CUST OUTDOOR LIGHTING DEPOSITS

#### 253. OTHER DEFERRED CREDITS.

253004 OTH DEFERRED CR - OTHR

253005 CL ACC FR OTH DEF DR

253008 DSM COST REC - OV BILL

253011 CLOSED 05/07 - OTHER DEF CR - OMU EXCESS

253017 ENVIRONMENTAL COST RECOVERY

253019 VIRGINIA FUEL COMPONENT

253024 OTHER DEF CR - OMU EXCESS

253025 DEFERRED COMPENSATION

253027 DEFERRED RENT PAYABLE

253029 UNCERTAIN TAX POSITION - FEDERAL

253576 DEF GAIN - CARROLLTON SALE/LEASEBACK

#### 254. OTHER REGULATORY LIABILITIES.

254001 FASB 109 ADJ - FED

254002 FASB 109 GR-UP - FED

254003 FASB 109 ADJ - STATE

254004 FASB 109 GR-UP - STATE

254012 SPARE PARTS

254014 REGULATORY LIABILITY ARO - GENERATION

254015 REGULATORY LIABILITY ARO - TRANSMISSION

254021 MISO SCHEDULE 10 CHARGES

254050 CLOSED 12/07 - REGULATORY LIABILITY RECLASS TO CURRENT FOR SAP

254051 CLOSED 12/07 - REGULATORY LIABILITY RECLASS TO CURRENT FOR SAP - OFFSET

#### 255. ACCUMULATED DEFERRED INVESTMENT TAX CREDITS.

255002 CLOSED 04/07 - JOB DEVELOP CR

255004 ITC TC2

255006 JOB DEVELOP CR

#### 256. DEFERRED GAINS FROM DISPOSITION OF UTILITY PLANT.

- 257. UNAMORTIZED GAIN ON REACQUIRED DEBT.
- 281. ACCUMULATED DEFERRED INCOME TAXES ACCELERATED AMORTIZATION PROPERTY.

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#### 282. ACCUMULATED DEFERRED INCOME TAXES - PROPERTY.

282001 DEF INC TAX - PROP - FED

282003 DEF INC TAX - PROP - ST

282007 FASB 109 ADJ - FED PRO

282009 FASB 109 ADJ - ST PROP

282503 DTL ON FIXED ASSETS

282999 QUARTERLY CHANGES OF DTL

#### 283. ACCUMULATED DEFERRED INCOME TAXES - OTHER.

283001 DEF INC TAX - OTH - FED

283002 DEF INC TAX CURRENT - OTH - FED

283003 DEF INC TAX - OTH - ST

283004 DEF INC TAX CURRENT - OTH - STATE

283011 FASB 109 GR-UP - F - OTH

283012 FASB 109 GR-UP - S - OTH

283408 DTL ON RECEIVABLES AND OTHER ASSETS (NON DERIVATIVE)

283506 DTL ON OTHER FINANCIAL ASSETS (LOANS, SECUR., OTHER)

283508 DTL ON RECEIVABLES AND OTHER ASSETS (NON DERIVATIVE)

283515 DTL ON PROVISIONS FOR PENSIONS AND SIMILAR OBLIGATIONS

283518 DTL ON LIABILITIES (EXCLUDING DERIVATIVES)

283561 NETTING OUT DEFERRED TAX LIABILITIES - C

283998 QUARTERLY CHANGES OF DTA

283999 QUARTERLY CHANGES OF DTL

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## Kentucky Utilities Company Case No. 2008-00251 Historical Test Period Filing Requirements

Filing Requirement 807 KAR 5:001 Section 10(6)(k) Sponsoring Witness: S. Bradford Rives

#### **Description of Filing Requirement:**

The independent auditor's annual opinion report, with any written communication from the independent auditor to the utility which indicates the existence of a material weakness in the utility's internal controls.

#### Response:

The Company has not received any written communication from its auditor that there are any material weaknesses in the Company's internal controls.

See attached.

# Independent Auditor's Annual Opinion Report

#### Report of Independent Auditors

To the Shareholder of Kentucky Utilities Company:

In our opinion, the accompanying balance sheets and the related statements of capitalization, income, retained earnings, cash flows and comprehensive income present fairly, in all material respects, the financial position of Kentucky Utilities Company at December 31, 2007 and 2006, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in Note 2 to the financial statements, Kentucky Utilities Company changed the manner in which it accounts for defined benefit pension and other postretirement benefit plans as of December 31, 2006.

/s/ PricewaterhouseCoopers LLP Louisville, Kentucky March 18, 2008