

From: Freibert, Charlie
</o=lge/ou=louisville/cn=recipients/cn=traders/cn=freibertc>
To: Barker, Daryn
</o=lge/ou=louisville/cn=recipients/cn=e009119>; Brunner, Bob
</o=lge/ou=louisville/cn=recipients/cn=traders/cn=brunnerb>;
Balmer, Chris </o=lge/ou=louisville/cn=recipients/cn=balmerc>
Cc:
Bcc:
Subject: RE: Latest version of the Ivenergy, Grand Ridge, draft contract - Concerns?
Date: Thu Mar 12 2009 19:02:22 EDT
Attachments:

Correct interpretation - the priced paid for a \$/MWH only contract with no demand charge.

Charlie Freibert
Director Energy Marketing
E.ON US - LG&E/KU
220 West Main Street
Louisville, KY 40202
O502-627-3673
F502-627-3613
M502-553-9007
email: charlie.freibert@eon-us.com

From: Barker, Daryn
Sent: Thursday, March 12, 2009 10:25 AM
To: Freibert, Charlie; Brunner, Bob; Balmer, Chris
Subject: RE: Latest version of the Ivenergy, Grand Ridge, draft contract - Concerns?

I just started reviewing but I find the Imputed Energy Charges to be pretty scary. To me it sound like if the WF is dispatched down by PJM we would still be on the hook for all the energy that the WF could have produced. As PJM discussed yesterday, they plan to send WFs an "economic set point" and they expect the WF to respond if there actual output is more than the set point. If I am reading the definition of curtailment correctly this would fall within that and puts us on the hook to pay for MWh that could not be produced.

Is this typical language for such agreements? Or am I miss-interpreting?

Daryn Barker

From: Freibert, Charlie
Sent: Thursday, March 12, 2009 10:08 AM
To: Brunner, Bob; Balmer, Chris
Cc: Barker, Daryn
Subject: Latest version of the Ivenergy, Grand Ridge, draft contract - Concerns?

<< File: 1104293_6.DOC >>

Charlie Freibert

Director Energy Marketing
E.ON US - LG&E/KU
220 West Main Street
Louisville, KY 40202
O502-627-3673
F502-627-3613
M502-553-9007
email: charlie.freibert@eon-us.com