

# ULH&P ■ The Energy Service Company

The Union Light, Heat and Power Company  
107 Brent Spence Square • Covington, Kentucky 41012-0032

A **CINERGY** Company

**DONALD J. ROTTINGHAUS**  
Manager, Rate Services  
Tel 513.287.2443  
Fax 513.287.4148

September 17, 2004

Ms. Beth O'Donnell  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40602

**RECEIVED**

SEP 23 2004

PUBLIC SERVICE  
COMMISSION

RE: In the Matter of the Application of The Union Light, Heat and )  
Power Company for Approval of Revisions to Its Electric Rider ) Case No. 2004-00393  
NM, Net Metering Rider )

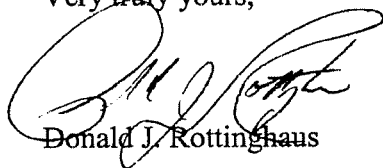
Dear Ms. O'Donnell:

Enclosed for filing are an original and ten (10) copies of The Union Light, Heat and Power Company's (ULH&P) Electric Tariff Rider NM, Net Metering Rider. The filing consists of both the current and proposed tariff schedules annotated and containing the appropriate underscoring to denote the changes therein.

The revisions to Rider NM are driven by the new statute enacted in Kentucky S.B. 247 which spells out various provisions for net metering. ULH&P has appropriately revised its current net metering rider to accommodate those provisions. The Company graciously requests that the Commission approve its revised tariff schedule as submitted.

Please return a receipted copy in the enclosed envelope for our files. Thanks you.

Very truly yours,



Donald J. Rottinghaus

DJR:ga

Enclosure

cc: John Finnigan  
Jeff Bailey

**CURRENT**

**RIDER NM, NET METERING RIDER**

**RIDER NM**  
**NET METERING RIDER**

**AVAILABILITY**

As a pilot program, Net Metering is provided upon request and on a first-come, first-served basis. Net Metering is available only to residential, High School, Middle School, and Elementary School Customers with a capacity of 20 kW or less and who generate less than one thousand (1,000) kilowatt hours per month. The total nameplate rating of all customer-generators under net metering is limited to one-percent (1%) of the Company's total peak system load. This pilot program is effective through August 2005.

**DEFINITION**

"Net Metering" means measuring the difference in an applicable billing period between the amount of electricity supplied by the Company to a residential customer who generates electricity and the amount of electricity generated by such customer-generator that is delivered to Company.

**BILLING**

The measurement of net electricity supplied by the Company and delivered to the Company shall be calculated in the following manner. The Company shall measure the difference between the amount of electricity delivered by the Company to the customer and the amount of electricity generated by the customer and delivered to the Company during the billing period, in accordance with normal metering practices. If the kWh delivered by the Company to the customer exceeds the kWh delivered by the customer to the Company during the billing period, the customer shall be billed for the kWh difference. If the kWh generated by the customer and delivered to the Company exceeds the kWh supplied by the Company to the customer during the billing period, the customer shall be credited in the next billing cycle for the kWh difference. Any unused credit at the end of the contract year will be granted to the Company.

Bill charges and credits will be in accordance with the standard tariff that would apply if the customer were not a customer-generator.

**METERING:**

The Customer agrees to allow the Company to install, at the Customer's expense, a single, bi-directional meter, for billing purposes, between the Company's system and the Customer. The Company may, solely at its option, install additional metering equipment at its own expense.

**TERMS AND CONDITIONS**

In order to be eligible for Net Metering, the customer's generator must meet the following requirements:

- a. Use as its fuel either solar or wind;
- b. The generation equipment must be located on the customer's premises;
- c. The generator must operate in parallel with the Company's transmission and distribution facilities;
- d. The customer's generation must be intended primarily to offset part or all of the customer's requirements for electricity; and
- e. The name plate rating of the customer's generator must not exceed 20 kW.

Issued by authority of an Order of the Kentucky Public Service Commission, dated September 13, 2002 in Case No. 2002-00240

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Issued: September 18, 2002

Effective: September 13, 2002

Issued by Gregory C. Ficke, President

**TERMS AND CONDITIONS (Contd.)**

A participating Customer will install, at the Customer's expense, all control and protective equipment required to ensure safe and reliable interconnection with the Company's electrical system. The Company shall at all times have immediate access to the Customer's metering, control and protective equipment. The net metering system used by a customer-generator shall meet all applicable safety and performance standards established by the National Electrical Code, the American National Standards Institute, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, Inc.

The Customer shall reimburse the Company for all interconnection costs that the Company reasonably incurs. Participating Customers will also be responsible for their share of distribution costs as invoiced by the Company.

The customer-generator must provide a voltage wave shape that is a 60 Hertz sine wave that is clear, free from distortion, readable and otherwise compatible with the Company's equipment. The voltage amplitude must be compatible with the service voltage delivered by the Company. Any characteristic of the customer-generator that degrades the quality of service provided to other Company Customers will not be permitted.

The Customer agrees that the Company shall not be liable for any damage to, or breakdown of, the Customer's equipment operated in parallel with the Company's electric system.

The Customer shall agree to release, indemnify, and hold harmless the Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of the Customer's said generators.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission and the Company's General Terms and Conditions, as filed with the Kentucky Public Service Commission.

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PUBLIC SERVICE  
COMMISSION

**PROPOSED  
RIDER NM, NET METERING RIDER**

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**PROPOSED  
RIDER NM, NET METERING RIDER  
RED-LINED VERSION**

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The Union Light, Heat and Power Company  
107 Brent Spence Square  
Covington, Kentucky 41011

Ky.P.S.C. Electric No. 4  
First Revised Sheet No. 89  
Canceling and Superseding  
Sheet No. 89  
Page 1 of 2

(C)

**RIDER NM**  
**NET METERING RIDER**

**AVAILABILITY**

~~As a pilot program, Net Metering is provided upon request and on a first-come, first-served basis. Net Metering is available only to residential, High School, Middle School, and Elementary School~~ customers with a capacity of ~~1520~~ kW or less and who generate less than one thousand (1,000) kilowatt hours per month. The total nameplate rating of all customer-generators under net metering is limited to one-percent (1%) of the Company's total peak system load. ~~This pilot program is effective through August 2005.~~

(D)  
(C)

**DEFINITION**

"Net Metering" means measuring the difference in an applicable billing period between the amount of electricity supplied by the Company to a residential customer who generates electricity and the amount of electricity generated by such customer-generator that is delivered to Company.

(D)

**BILLING**

The measurement of net electricity supplied by the Company and delivered to the Company shall be calculated in the following manner. The Company shall measure the difference between the amount of electricity delivered by the Company to the customer and the amount of electricity generated by the customer and delivered to the Company during the billing period, in accordance with normal metering practices and using a bi-directional meter where feasible. If the kWh delivered by the Company to the customer exceeds the kWh delivered by the customer to the Company during the billing period, the customer shall be billed for the kWh difference. If the kWh generated by the customer and delivered to the Company exceeds the kWh supplied by the Company to the customer during the billing period, the customer shall be credited in the next billing cycle for the kWh difference. Any unused credit ~~at the end of the contract year~~ when the customer closes his account will be granted to the Company.

(C)  
(D)

Bill charges and credits will be in accordance with the same standard tariff that would apply if the customer were not a customer-generator. If time-of-use metering is used, the electricity fed back to the electric grid by the customer shall be net-metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-use billing agreement currently in place.

(C)

**METERING:**

The Customer agrees to allow the Company to install, at the Customer's expense, a single, bi-directional meter, for billing purposes, between the Company's system and the Customer. ~~The Company may, solely at its option, install additional metering equipment at its own expense. If any additional meter, meters or distribution upgrades are needed to monitor the flow in each direction, including metering for time-of-use, this equipment shall be installed at the customer's expense.~~

(C)  
(D)

**TERMS AND CONDITIONS**

In order to be eligible for Net Metering, the customer's generator must meet the following requirements:

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Ky.P.S.C. Electric No. 4  
First Revised Sheet No. 89  
Canceling and Superseding  
Sheet No. 89  
Page 2 of 2

(C)

- a. ~~Use as its fuel either solar or wind~~solar power;
- b. The generation equipment must be located on the customer's premises and owned by the customer;
- c. The generator must operate in parallel with the Company's transmission and distribution facilities;
- d. The customer's generation must be intended primarily to offset part or all of the customer's requirements for electricity; and
- e. The name plate rating of the customer's generator must not exceed 1520 kW;
- f. The customer must sign an interconnection agreement with the Company.

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(D)

A participating Customer will install, at the Customer's expense, all control and protective equipment required to ensure safe and reliable interconnection with the Company's electrical system. The Company shall at all times have immediate access to the Customer's metering, control and protective equipment. The net metering system used by a customer-generator shall meet all applicable safety and performance standards established by the National Electrical Code, the American National Standards Institute, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, Inc. A customer's electric generating equipment that meets the requirements of this tariff can be transferred to another owner or installed at another location, provided that the customer notifies the Company and the Company verifies that the new location meets the tariff requirements.

(C)

The Customer shall reimburse the Company for all interconnection costs that the Company reasonably incurs. Participating Customers will also be responsible for their share of distribution costs as invoiced by the Company.

The customer-generator must provide a voltage wave shape that is a 60 Hertz sine wave that is clear, free from distortion, readable and otherwise compatible with the Company's equipment. The voltage amplitude must be compatible with the service voltage delivered by the Company. Any characteristic of the customer-generator that degrades the quality of service provided to other Company Customers will not be permitted.

The Customer agrees that the Company shall not be liable for any damage to, or breakdown of, the Customer's equipment operated in parallel with the Company's electric system.

The Customer shall agree to release, indemnify, and hold harmless the Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of the Customer's said generators.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission and the Company's General Terms and Conditions, as filed with the Kentucky Public Service Commission.

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**RIDER NM**  
**NET METERING RIDER**

**AVAILABILITY**

Net Metering is provided upon request and on a first-come, first-served basis. Net Metering is available to customers with a capacity of 15 kW or less and who generate less than one thousand (1,000) kilowatt hours per month. The total nameplate rating of all customer-generators under net metering is limited to one-percent (1%) of the Company's total peak system load.

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**DEFINITION**

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**METERING:**

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(C)  
(D)

**TERMS AND CONDITIONS**

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- a. Use solar power;
- b. The generation equipment must be located on the customer's premises and owned by the customer;
- c. The generator must operate in parallel with the Company's transmission and distribution facilities;

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(D)

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Canceling and Superseding  
Sheet No. 89  
Page 2 of 2

(C)

**TERMS AND CONDITIONS (Continued)**

- d. The customer's generation must be intended primarily to offset part or all of the customer's requirements for electricity; and
- e. The name plate rating of the customer's generator must not exceed 15 kW;
- f. The customer must sign an interconnection agreement with the Company.

(C)

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