



Steven L. Beshear
Governor

Robert D. Vance, Secretary
Environmental and Public
Protection Cabinet

Timothy J. LeDonne
Commissioner
Department of Public Protection

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

Mark David Goss
Chairman

John W. Clay
Vice Chairman

Caroline Pitt Clark
Commissioner

January 18, 2008

PARTIES OF RECORD

RE: Case No. 2007-00319
January 17, 2008
Informal Conference

To All Parties of Record:

Enclosed please find a memorandum that has been filed in the record of the above-referenced case. Any comments regarding the contents of the memorandum should be submitted to the Commission within seven days of receipt of this letter. Any questions regarding this memorandum should be directed to Dawn McGee of the Commission Staff at 502-564-3940, extension 243.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Beth O'Donnell".

Beth O'Donnell
Executive Director

Attachment

CC: Parties of Record

INTRA-AGENCY MEMORANDUM

KENTUCKY PUBLIC SERVICE COMMISSION

TO: Main Case File - Case No. 2007-00319
FROM: Dawn McGee, Team Leader
DATE: January 18, 2008
RE: Informal Conference of January 17, 2008

On January 17, 2008, representatives of Louisville Gas and Electric Company ("LG&E"), Kentucky Utilities Company ("KU"), Community Action Council ("CAC"), Kentucky Association for Community Action ("KACA"), the Office of the Attorney General of Kentucky by the Office of Rate Intervention ("AG") and Commission Staff ("Staff") held an informal conference to discuss a proposed settlement on LG&E and KU's WeCare program. The Kentucky Industrial Utilities Customers, Inc. ("KIUC"), an intervenor in this proceeding, participated in the settlement discussions and authorized counsel for LG&E and KU to execute the settlement agreement on KIUC's behalf. KIUC was not, however, represented at the hearing or the IC. A list of attendees is attached.

WeCare is one of the programs addressed in LG&E and KU's pending application to modify and expand its Demand-Side Management programs. CAC and KACA had requested a hearing be held to further investigate the administration of the WeCare program. At the beginning of the hearing, the parties notified the Hearing Officer and Staff that they had reached an agreement. The hearing was then cancelled and the parties met in an informal conference to review and discuss the provisions of the settlement agreement. A copy of the settlement agreement is attached.

Attachments

cc: Parties of Record

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 17th day of January 2008, by and between the Office of the Attorney General of Kentucky by the Office of Rate Intervention ("Attorney General"); Kentucky Utilities Company ("KU"); Louisville Gas and Electric Company ("LG&E") (collectively, KU and LG&E are the "Companies"); the Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"); the Kentucky Association for Community Action, Inc. ("KACA"); and the Kentucky Industrial Utilities Customers, Inc. ("KIUC").

WITNESSETH:

WHEREAS the Attorney General, the Companies, CAC, KACA, and KIUC (collectively, "Parties") are parties to a proceeding before the Kentucky Public Service Commission ("Commission"), Case No. 2007-00319, regarding the Companies' application for approval of a portfolio of energy efficiency and demand-side management programs, including a low-income weatherization program commonly known as "WeCare";

WHEREAS, on December 19, 2007, the Commission issued an order in which it "encourage[d] the parties to see if the matter can be settled before the hearing date";

WHEREAS the Companies, CAC, KACA, and KIUC desire that the Commission approve the WeCare program as-filed, subject to the following agreements and conditions; and

WHEREAS the Attorney General does not wish to prejudice his stated position that the WeCare program should not be approved; however, if the Commission determines to approve such a program, the Attorney General desires that the following agreements and conditions should apply to ensure the efficient and effective administration of the program.

NOW, THEREFORE, for and in consideration of the agreements and conditions set forth herein, the parties hereby agree as follows:

Article 1 Intake of Customers into the WeCare Program

1.01 KACA, as operator of the U.S. Department of Energy Weatherization Assistance Program (“WAP”) and the federal Low-Income Home Energy Assistance Program (“LIHEAP”), has access to certain information concerning applicants for the WeCare program not in the Companies’ possession. Because KACA must perform intake processes for the WAP and LIHEAP programs, and to achieve efficiencies and to avoid duplication, the Companies will contract with KACA to perform intake for the WeCare program at a reasonable price reflecting the economies of scale and scope available to KACA due to its operation of the WAP and LIHEAP programs.

Article 2 Home Energy Efficiency Audits

2.01 KACA, a network of community action agencies, and one unit of local government, as operators of the WAP program, currently perform home energy efficiency audits using an industry-recognized and -approved tool, the National Energy Audit Tool. The WeCare program, as it currently is being implemented, also performs such audits. Without coordination between the two programs a single home can receive more than one audit in a relatively short period of time, causing wasteful duplication and inefficiency. To eliminate redundant audits and to avoid wasteful duplication and associated inefficiency that would result if the WAP and WeCare programs continued to perform separate audits, the Companies

will contract with KACA to perform the audits necessary for the WeCare program at a reasonable price. The Companies and KACA agree that the cost to WeCare of audits performed will be fairly and reasonably allocated between the WeCare and WAP programs.

- 2.02 The energy education component of the WeCare program, conducted during energy efficiency audits, shall be conducted by KACA and its agents or subcontractors, including community action agencies and branches of local government. The cost of such energy education performed during audits shall be fairly and reasonably allocated between the WeCare and WAP programs.

Article 3 Conducting Weatherization Work

- 3.01 The Companies will conduct a reasonable Request for Proposals (“RFP”) process to ensure that they prudently choose the best WeCare program weatherization vendor looking at several factors such as quality, experience, certification of staff, ability to coordinate with existing programs, and cost.
- 3.02 The Companies will include in the RFP a requirement that the successful bidder will have all work performed by certified weatherization measure installers, or that the provider will ensure that its installers will obtain certification within a reasonable period of time after the provider receives the WeCare weatherization work contract. For purposes of the RFP, evidence of certification may be provided by (1) Kentucky Cabinet for Health and Family Services, (2) a program the Kentucky Cabinet for Health and Family Services agrees is an equivalent, or

(3) by another state's certification program to perform weatherization services under the Federal Weatherization Assistance Program.

3.03 The RFP will include a requirement that the successful bidder will coordinate and share information with KACA and other responsible community action agencies to ensure the greatest reasonable degree of coordination between, and therefore effectiveness of, the WeCare and WAP programs.

Article 4 Evaluation of the WeCare Program

4.01 All Parties agree that use of engineered savings with a billing analysis component, including a statistically representative sampling of actual energy consumption data (as available), is a reasonable and appropriate means of evaluating the efficacy of energy efficiency measures implemented by the WeCare program.

4.02 Concerning dwellings in which energy efficiency measures are installed with funding from both the WeCare and WAP programs, the energy savings created by such measures will be fairly and reasonably allocated between the programs.

Article 5 Additional Requirements of the WeCare Program

5.01 Insofar as it performs intake or audit work for the WeCare program, KACA agrees to all of the following conditions:

- Work must meet energy efficiency, budgetary, and cost effectiveness goals set out in the Companies' application in this proceeding;
- Work may be coordinated with, but must be operated and accounted for separately from, other weatherization assistance programs;

- Work may serve LG&E and KU residential customers only;
- KACA must meet all reporting requirements of the Companies;
- KACA must be subject to Company-initiated audits to ensure appropriate utilization of and accounting for funds, including audits to ensure appropriate cost allocations between the WeCare and WAP programs; and
- Insofar as it is applicable, KACA must be subject to independent program evaluation initiated by the Companies.

Article 6 Attorney General's Position in this Case

6.01 The Attorney General is a signatory to this Settlement Agreement without prejudice his stated position that the WeCare program should not be approved; however, if the Commission determines to approve such a program, the Attorney General desires that the agreements and conditions contained herein apply to ensure the efficient and effective administration of the program and to avoid wasteful duplication.

Article 7 Hearing Request Withdrawal

7.01 CAC and KACA will withdraw their request for a hearing and agree to submit this Settlement Agreement as a full and complete settlement of the issues raised in this proceeding.

7.02 In accord with its previous statements, the Attorney General states that if the Commission approves this Settlement Agreement, there will be no need for a hearing and all remaining issues may be submitted for decision based on the

record already developed in this proceeding. The Attorney General states also that this Settlement Agreement is not a complete resolution of all issues outstanding in this proceeding; rather, it is meant only to resolve the issues addressed herein, consistent with the Attorney General's position stated in Paragraph 6.01 above.

Article 8 Position of the KIUC

8.01 KIUC states that it has no objection to the merits of the Settlement Agreement, and otherwise takes no position on the Companies' application or the positions of record by the Parties.

Article 9 Additional Provisions

9.01 This Settlement Agreement shall in no way be deemed to divest the Commission of any jurisdiction under, or to supersede in any way, Chapter 278 of the Kentucky Revised Statutes.

9.02 This Settlement Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, and assigns.

9.03 The signatories hereto warrant that they have informed, advised, and consulted with the respective parties hereto in regard to the contents and significance of this agreement, and based upon the foregoing are authorized to execute this Settlement Agreement on behalf of the parties hereto.

9.04 This Settlement Agreement is a product of negotiation among all the parties, and no provision of this Settlement Agreement shall be construed in favor of or

against any party. The signatories hereto agree that making this Settlement Agreement shall not be deemed in any respect to constitute an admission by any party hereto.

9.05 The signatories hereto agree that this Settlement Agreement constitutes the complete agreement and understanding among the parties hereto, and any and all oral statements, representations or agreements made prior hereto or contained contemporaneously herewith shall be null and void and shall be deemed to have been merged into this Settlement Agreement.

9.06 The signatories hereto agree that neither the Settlement Agreement nor any of its terms shall be admissible in any court or commission except insofar as such court or commission is addressing litigation arising out of the implementation of the terms herein or the approval of this Settlement Agreement. This Settlement Agreement shall not have any precedential value in this or any other jurisdiction.

9.07 All signatories hereto agree and affirm that the complete and total consideration for this Settlement Agreement is contained herein, and further attest that there has been no collusion in the negotiating or drafting of this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their
signatures.

Office of the Attorney General of Kentucky by
the Office of Rate Intervention

BY:  _____
Dennis G. Howard III, Counsel

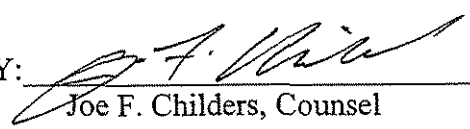
Kentucky Utilities Company and Louisville Gas
and Electric Company

BY:  _____
Kendrick R. Riggs, Counsel

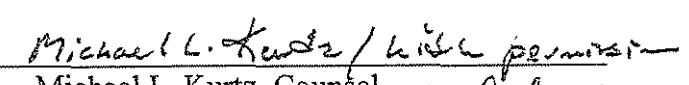
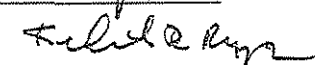
Community Action Council for Lexington-
Fayette, Bourbon, Harrison, and Nicholas
Counties, Inc.

BY:  _____
Joe F. Childers, Counsel

Kentucky Association for Community Action,
Inc.

BY:  _____
Joe F. Childers, Counsel

Kentucky Industrial Utilities Customers, Inc.

BY:  _____
Michael L. Kurtz, Counsel 

2007-00319 LG ~~EE/KU~~ DSM FC 1/6/08

Sign-In Sheet

<u>Name</u>	<u>Organization</u>
Quang D. Nguyen	PSC - Legal
Dawn McGee	PSC - Financial Analysis
Jorge Valladares	PSC - FA
ELIE RUSSELL	PSC
Paul Adams	AG
Joe F. Childers	CAC/KACA
Allyson K. Stinson	E.ON US
Kentel R. Ryan	SKO for E.ON US
Lonnie Bellar	E.ON U.S.
Jack Pomeroy	CAC
KIP BOWMAN	KACA
Charles Lynter	CAC
Jim Sturtevant	CAC
Harry Cook	OPG
Duncan Crosby	SKO for E.ON US
Rick LeBrock	E.ON U.S.
Irvin Hurst	F. ON U.S.
John Wolfgram	E.ON - U.S.
Dennis Howard	OAG