Andy Beshear Governor

Rebecca W. Goodman Secretary Energy and Environment Cabinet



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

Angie Hatton Chair

Mary Pat Regan Commissioner

Andrew W. Wood Commissioner

September 3, 2025

PARTIES OF RECORD

Re: Case No. 2025-00113

Notice is given to all parties that the attached Informal Conference Memorandum and attendance sheet has been filed into the record of this proceeding.

If you have any comments you would like to make regarding the contents of the document, please do so within five days of receipt of this letter. If you have any questions, please contact Ashley Hatcher, Staff Attorney, at Ashley.Hatcher@ky.gov.

Sincerely,

Linda C. Bridwell, PE Executive Director

Attachment



### INTRA-AGENCY MEMORANDUM

### KENTUCKY PUBLIC SERVICE COMMISSION

**TO:** Case File No. 2025-00113 and 2025-00114

FROM: Ashley Hatcher, Staff Attorney III

**DATE:** September 2, 2025

**RE:** Informal Conference of June 10, 2025

Pursuant to an Order issued on June 9, 2025 an informal conference was conducted on June 10, 2025 at 3 PM. Attached is a copy of the attendance roster.

The purpose of the informal conference was to discuss regulatory requirements associated with the application, specifically related to its notice and tariff filing. Staff presented a PowerPoint which is attached. LG&E/KU presented several arguments as to why their application wasn't deficient. LG&E/KU also argued that regardless of where the Commission lands on a deficiency issue, there should be no delay in the effective date of rates.

There being no further discussion, the informal conference was then adjourned.

cc: Parties of Record

# Deficiencies Checklist

Electric Rate Class	Average Usage (kWh)	Annual \$ Increase	Annual % Increase	Bill \$	Monthly Bill % Increase
Residential	1,085	99,997,335	13.55	18.15	13.55
Residential Time-of-Day	1,245	23,833	13.05	18.53	13.05
General Service	1,657	25,335,181	9.21	24.41	9.22
General Time-of-Day	19,507	2,400	8.22	198.49	8.22
All Electric School	25,620	1,449,553	10.91	314.15	10.91
Power Service	30,651	17,655,788	9.15	349.93	9.15
Time-of-Day Secondary	189,538	17,929,669	10.87	1,846.64	10.87
Time-of-Day Primary	1,242,574	33,834,832	11.15	10,609.74	11.15
Retail Transmission	7,387,224	13,634,683	11.00	54,105.89	11.00
Extremely High Load Factor	New Rate Schedule				
Fluctuating Load Service	44,229,667	2,528,016	6.90	210,667.98	6.90
Outdoor Lights	51	3,624,095	11.37	1.67	11.40
Lighting Energy	2,473	42,734	11.14	21.99	11.14
Traffic Energy	146	26,391	10.58	1.91	10.60
Outdoor Sports Lighting	4,627	(37)	(0.04)	(0.52)	(0.04)
Rider – CSR	N/A	0	0.00	0.00	0.00

### KU and LG&E Abbreviated Notice

### Rate Increases not listed:

- Volunteer Fire Department
   Service- Rate VFD
- Residential Time of Day (RTOB)
   is not separated between
   Demand and Energy
- General Time of Day (GTOD) is not separated between Demand and Energy
- Lighting Service- Rate LS
- Restricted Lighting Service-Rate RLS

### Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 105

### Terms and Conditions Discontinuance of Service

In accordance with and subject to the rules and regulations of the Kentucky Public Service Commission, Company shall have the right to refuse or discontinue service to an applicant or Customer under the following conditions:

- When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed or otherwise delivered, including, but not limited to, electronic mail, to Customer's last known address.
- 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.
- 3. When Customer or Applicant refuses or neglects to provide reasonable access and/or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail) of Company's intention to discontinue or refuse service.
- When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- When Customer or Applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- When directed to do so by governmental authority.
- 7. Service will not be supplied to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Service will not be continued to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 15(1)(f). Unpaid balances of previously rendered final Bils 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 lague in service, such transferred Final Bills will be subject to Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 15(1)(f)). Final Bills transferred following a

DATE OF ISSUE: July 20, 2021

DATE EFFECTIVE: With Service Rendered

On and After July 1, 2017

ISSUED BY: /s/ F

/s/ Robert M. Conroy, Vice President

State Regulation and Rates

Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2016-00370 dated June 22, 2017 and modified June 29, 2017

### Kentucky Utilities Company

P.S.C. No. 21, Original Sheet No. 106

### Terms and Conditions Discontinuance of Service

In accordance with and subject to the rules and regulations of the Kentucky Public Service Commission, company shall have the right to refuse or discontinue service to an applicant or Customer under the following conditions:

- When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed or otherwise delivered, including, but not limited to, electronic mail, to Customer's last known address.
- 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.
- 3. When Customer or Applicant refuses or neglects to provide reasonable access or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meler reading, maintenance, or removal of Company's property. Customer shall be given ten (10) days. Twitten notice (either mailed or otherwise delivered, including, but not limited to, electronic mail) of Company's intention to discontinue or refuse service.
- When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- When Customer or Applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- When directed to do so by governmental authority.
- 7. 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 confinued to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 15(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which Customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred. When there is no tapse in service, such transferred Final Bills will be subject to Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 15(1)(f). Final Bills transferred following a

DATE OF ISSUE: May 30, 2025

DATE EFFECTIVE: With Service Rendered

On and After July 1, 2025

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

State Regulation and Rates Lexington, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2025-00113 dated XXXX

### Current Tariff

3. When Customer or Applicant refuses or neglects to provide reasonable access and/or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail) of Company's intention to discontinue or refuse service.

### **Proposed Tariff**

3. When Customer or Applicant refuses or neglects to provide reasonable access or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given ten (10) days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail) of Company's intention to discontinue or refuse service.

What do the Companies propose in these proceedings concerning grandfathering for Rates GS and PS?

Consistent with prior practice, the Companies propose to remove grandfathered status from grandfathered customers that meet the availability requirements of their rate schedules on the date new rates go into effect from these proceedings.

# New Adjustment Clauses (For Both LG&E and KU)

### **Kentucky Utilities Company**

P.S.C. No. 21, Original Sheet No. 89

**Adjustment Clause** 

RAR

### Retired Asset Recovery

### APPLICABLE

In all territory served.

### AVAILABILITY OF SERVICE

This schedule is mandatory to all rate schedules listed in Section 1 of the General Index except Rate PSA and Special Charges and all Pilot Programs listed in Section 3 of the General Index. Rate schedules subject to this adjustment clause are divided into Group 1 or Group 2 as follows:

Group 1: Rates RS; RTOD-Energy; RTOD-Demand; VFD; AES; LS; RLS; LE; and TE.

Group 2: Rates GS; GTOD-Energy; GTOD-Demand; PS; TODS; TODP; RTS; EHLF; FLS; EVSE; EVC-L2; EVC-FAST; and OSL.

P.S.C. No. 21, Original Sheet No. 9

Adjustment Clause

RPPA

Renewable Power Purchase Agreement Adjustment Clause

### APPLICABLE.

In all territory served.

### AVAILABILITY

Mandatory to all electric rate schedules.

### RATE

The monthly RPPA Adjustment Factor per kWh delivered under each of the schedules to which this mechanism is applicable shall be calculated in accordance with the following formula:

RPPA Adjustment Factor = ( RPPA(m) - REC(m) + BA(m) ) / S(m)

Net Metering Service-2 Rider NMS-2 (for both LG&E and KU) Each Customer-generator taking service under NMS-2 and a standard rate schedule with a two-part rate structure will be allowed to take service under a two-part rate structure for 25 years from the date on which the Customer-generator began taking service under NMS-2.

Consistent with KRS 278.466(1), Company will cease offering service under Rider NMS-2 to any new Customer-generator after: (A) the cumulative generating capacity of NMS-1 and NMS-2 Customer-generators reaches a combined one percent (1%) of Company's single hour peak load during a calendar year, and (B) Company receives Commission approval to do so.

Changes to Net
Metering Terms
and Conditions
(NMS-2) (for both
LG&E and KU)

Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." Company shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company. Following Company approval of an application, any deviations in the installation from the submitted plan must be re-submitted to the Company for approval. This includes, but is not limited to: modifications in generation capacity, equipment selection, installation methods, and installation of additional equipment. Any modification in generation capacity related to existing customers taking service under NMS-1 will cause their service to be transitioned to NMS-2. Customer submitting a "Level 1 - Application for Interconnection and Net Metering" will provide a non-refundable inspection and processing fee of \$100, and in the event that Company determines an impact study to be necessary, shall be responsible for any reasonable costs of up to \$1,000 of documented costs for the initial impact study.

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

# LG&E Gas Abbreviated Notice

Gas Rate Class	Average Usage (Mcf)	Annual \$ Increase	Annual % Increase	Mthly Bill \$ Increase	Mthly Bill % Increase
Residential	5.2	40,978,479	14.87	11.12	14.87
Commercial	33.6	14,291,973	11.76	45.71	11.76
Industrial	621.0	1,073,777	8.97	398.58	8.97
As-Available	2,166.6	17,591	4.92	732.98	4.92
Firm Transportation	18,568.1	2,675,061	24.41	2,821.79	24.41
Distributed Generation	0.7	8,902	10.74	106.06	10.74
Substitute Gas Sales	395.9	17,844	12.72	1,486.99	12.72
Local Gas Delivery	No customers	currently are se	erved unde	r this Rate S	chedule

Volunteer Fire Department Service- Rate VFD

# LG&E Gas Abbreviated Notice

## RIDER TS-2 Gas Transportation Service/Firm Balancing Service Rider

### Rate:

### Current

Administrative Charge: \$550.00 per Delivery Point per month.

	CGS	IGS	AAGS	DGGS
Distribution Charge Per Mcf	\$3.8950	\$2.7023	\$1.9228	\$0.3100
Pipeline Supplier's Demand Component	0.7957	0.7957	0.7957	0.7957
Total	\$4.6907	\$3.4980	\$2.7185	\$1.1057

### Proposed

Administrative Charge: \$550.00 per Delivery Point per month.

	CGS	IGS	AAGS	DGGS
Distribution Charge Per Mcf	\$5.2557	\$ 3.1936	\$ 2.2611	\$0.3523
Pipeline Supplier's Demand Compo	onent 0.7957	0.7957	0.7957	0.7957
Total	\$6.0514	\$3.9893	\$3.0568	\$1.1480

# PSC INFORMAL CONFERENCE SIGN IN SHEET

CASE NUMBER: IC 2025-00113 KU and 2025-00114 LG&E	
LOCATION: PSC Conference room #1/Microsoft Teams	9
DATE: June 10, 2025 3:00pm	

NAME	COMPANY
Ashley Hatcher	PSC
Kayleigh Riley	PSC
Miko Kuitz	KIUC
Daniel Hinton	PSC
Kala Means	PSC
Monar Tussey	PSC
Jara Juda	LG9E/KU
allyon Stryen	6-E/Kh
Robert Conroy	LGGE/KU
Durcan Crosby	SKO for LGE-KV
Linkey Ingra-	SKU PL LGXETIA
Brian Thomas	PSC
Toland Law	OA6
Rick Lorekamp	h6\$E/KU
Jake Brook	KIUC-All'ANCZ

PSC Informal Conference Memo- Sign in Sheet

Case No. 2025-00113 and 2025-00114

Location: Microsoft Teams/PSC Conference Room One

Date: Tuesday June 10, 2025

The following is a list of virtual attendees:

- 1. Mary Ellen Wimberly- SKO for LG&E/KU
- 2. Larry Cook- Attorney General
- 3. Michael Hornung- LG&E/KU
- 4. Mary Whitaker- Commission Staff
- 5. Sarah Jankowski- Commission Staff
- 6. Connor Haney- Commission Staff
- 7. Noah Abner- Commission Staff
- 8. Jason Green-Commission Staff
- 9. John West- Commission Staff
- 10. Calvin Bailey- Commission Staff
- 11. Farhad Shahidi- Commission Staff
- 12. Taylor Aubrey- Commission Staff
- 13. Bentley Jarboe- Commission Staff

\*Angela M Goad Assistant Attorney General Office of the Attorney General Office of Rate 700 Capitol Avenue Suite 20 Frankfort, KY 40601-8204 \*Honorable David Edward Spenard Strobo Barkley PLLC 239 South 5th Street Ste 917 Louisville, KY 40202 \*Jody Kyler Cohn Boehm, Kurtz & Lowry 425 Walnut Street Suite 2400 Cincinnati, OH 45202

\*Ashley Wilmes Kentucky Resources Council, Inc. Post Office Box 1070 Frankfort, KY 40602 \*Honorable W. Duncan Crosby III Attorney at Law Stoll Keenon Ogden, PLLC 2000 PNC Plaza 500 W Jefferson Street Louisville, KY 40202-2828 \*Joe F. Childers Childers & Baxter PLLC 300 Lexington Building, 201 West Sho Lexington, KY 40507

\*Honorable Allyson K Sturgeon Vice President and Deputy General Counsel-LG&E and KU Energy LLC 220 West Main Street Louisville, KY 40202 \*Thomas J FitzGerald Counsel & Director Kentucky Resources Council, Inc. Post Office Box 1070 Frankfort, KY 40602 \*John Horne
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\*Bethany Baxter Childers & Baxter PLLC 300 Lexington Building, 201 West Sho Lexington, KY 40507 \*Gabriel Thatcher Attorney Senior Lexington-Fayette Urban County Government Department Of Law 200 East Main Street Lexington, KY 40507 \*Honorable Kurt J Boehm Attorney at Law Boehm, Kurtz & Lowry 425 Walnut Street Suite 2400 Cincinnati, OH 45202

\*Byron Gary Kentucky Resources Council, Inc. Post Office Box 1070 Frankfort, KY 40602 \*Hannah Wigger Sheppard Mullin Richter & Hampton LLP 2099 Pennsylvania Avenue NW, Suite 1 Washington, DC 20006 \*Kyle J Smith General Attorney U.S. Army Legal Services Agency 9275 Gunston Road ATTN: JALS-RL/IP Fort Belvoir, VA 22060-554

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\*James B Dupree 50 Third Ave Building 1310- Pike Hall Fort Knox, KY 40121 \*Honorable Lindsey W Ingram, III Attorney at Law STOLL KEENON OGDEN PLLC 300 West Vine Street Suite 2100 Lexington, KY 40507-1801

\*Honorable David J. Barberie Managing Attorney Lexington-Fayette Urban County Government Department Of Law 200 East Main Street Lexington, KY 40507 \*James W Gardner Sturgill, Turner, Barker & Moloney, PLLC 333 West Vine Street Suite 1400 Lexington, KY 40507 \*Lawrence W Cook Assistant Attorney General Office of the Attorney General Office of Rate 700 Capitol Avenue Suite 20 Frankfort, KY 40601-8204 \*Matt Partymiller President Kentucky Solar Industries Association 1038 Brentwood Court Suite B Lexington, KY 40511 \*Rebecca C. Price Sturgill, Turner, Barker & Moloney 155 East Main Street Lexington, KY 40507

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\*Nathaniel Shoaff Sierra Club 2101 Webster St. , Suite 1300 Oakland, CA 94612

\*Kentucky Utilities Company 220 W. Main Street P. O. Box 32010 Louisville, KY 40232-2010

\*Paul Werner Sheppard Mullin Richter & Hampton LLP 2099 Pennsylvania Avenue NW, Suite 1 Washington, DC 20006 \*Sara Judd Senior Corporate Attorney LG&E and KU Energy LLC 220 West Main Street Louisville, KY 40202

\*Rick E Lovekamp Manager - Regulatory Affairs LG&E and KU Energy LLC 220 West Main Street Louisville, KY 40202 \*Toland Lacy Office of the Attorney General 700 Capital Avenue Frankfort, KY 40601

\*Robert Conroy Vice President, State Regulation and Rates LG&E and KU Energy LLC 220 West Main Street Louisville, KY 40202 \*M. Todd Osterloh Sturgill, Turner, Barker & Moloney, PLLC 333 West Vine Street Suite 1400 Lexington, KY 40507