# **COMMONWEALTH OF KENTUCKY**

# BEFORE THE PUBLIC SERVICE COMMISSION

# In the Matter of:

APPLICATION OF LOUISVILLE GAS AND ELECTRIC	)	
COMPANY FOR AN ADJUSTMENT OF ITS	)	CASE NO.
ELECTRIC AND GAS RATES	)	2014-00372

# RESPONSE OF LOUISVILLE GAS AND ELECTRIC COMPANY TO FIRST REQUEST FOR INFORMATION OF ASSOCIATION OF COMMUNITY MINISTRIES DATED JANUARY 8, 2015

FILED: JANUARY 23, 2015

COMMONWEALTH OF KENTUCKY	)	SS:
COUNTY OF JEFFERSON	)	

The undersigned, **Kent W. Blake**, being duly sworn, deposes and says that he is Chief Financial Officer for Kentucky Utilities Company and Louisville Gas and Electric Company and an employee of LG&E and KU Services Company, and that he has personal knowledge of the matters set forth in the responses for which he is identified as the witness, and the answers contained therein are true and correct to the best of his information, knowledge and belief.

Kent W. Blake

Notary Public (SEAL

My Commission Expires:

JUDY SCHOOLER

Notary Public, State at Large, KY

My commission expires July 11, 2018

Notary ID # 512743

COMMONWEALTH OF KENTUCKY	)	00
COUNTY OF JEFFERSON	)	SS

The undersigned, **Robert M. Conroy**, being duly sworn, deposes and says that he is Director - Rates for Louisville Gas and Electric Company and Kentucky Utilities Company, an employee of LG&E and KU Services Company, and that he has personal knowledge of the matters set forth in the responses for which he is identified as the witness, and the answers contained therein are true and correct to the best of his information, knowledge and belief.

Robert M. Conroy

Moley Schooler (SEAL

My Commission Expires:

JUDY SCHOOLEK
Notary Public, State at Large, KY
My commission expires July 11, 2018
Notary ID # 512743

COMMONWEALTH OF KENTUCKY	)	
	)	SS
COUNTY OF JEFFERSON	)	

The undersigned, **John P. Malloy**, being duly sworn, deposes and says that he is Vice President, Customer Services for Kentucky Utilities Company and Louisville Gas and Electric Company and an employee of LG&E and KU Services Company, and that he has personal knowledge of the matters set forth in the responses for which he is identified as the witness, and the answers contained therein are true and correct to the best of his information, knowledge and belief.

John P. Malloy

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 2015.

Notaty Public (SEAL)

My Commission Expires:

JUDY SCHOOLEK
Notary Public, State at Large, KY
My commission expires July 11, 2018
Notary ID # 512743

COMMONWEALTH OF KENTUCKY	)	
	)	SS
COUNTY OF JEFFERSON	)	

The undersigned, **Edwin R. Staton**, being duly sworn, deposes and says that he is Vice President, State Regulation and Rates, for Kentucky Utilities Company and Louisville Gas and Electric Company and an employee of LG&E and KU Services Company, and that he has personal knowledge of the matters set forth in the responses for which he is identified as the witness, and the answers contained therein are true and correct to the best of his information, knowledge and belief.

Edwin'R. Staton

EP-RX

Subscribed and sworn to before me, a Notary Public in and before said County and State, this day of 2015.

Joseph Die (SEAL

Notary Public

My Commission Expires:

SUSAN M. WATKINS

Notary Public, State at Large, KY My Commission Expires Mar. 19, 2017 Notary ID & 485723

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 1**

**Responding Witness: Robert M. Conroy** 

- Q-1. Please provide the calculations used to derive the residential monthly impact figures and percentages of the requested increase as stated by Mr. Victor A. Staffieri in his Testimony (hereafter referred to as Staffieri Testimony) at Page 8, including the calculations for the usages of 984 kWh of electricity and 5.7 Mcf of gas.
- A-1. See the response to PSC 2-70. See Schedule M-2.2-G for the forecast data used to calculate the 4.2% increase in a residential monthly gas bill. The number of customers, total gas consumption, and annual revenue at proposed rates is detailed on Schedule M-2.3-G, page 2 of 8. See Schedule M-2.2-E for the forecast data used to calculate the 2.73% increase in a residential monthly electric bill. The number of customers, electricity usages, and annual revenue at proposed rates are detailed on Schedule M-2.3-E, page 3 of 21. These schedules can also be found at Tab 65 of the Filing Requirements.

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 2**

- Q-2. Please provide in Excel format the average annual usage for LG&E residential customers for each year beginning with 2010 and continuing through 2014 and provide the supporting calculations for these figures. Please provide this information for:
  - a) residential electric customers
  - b) residential gas customers.
- A-2. a) See attachment being provided in Excel format.
  - b) See attachment being provided in Excel format.

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 3**

- Q-3. Please provide in Excel format the average annual usage for LG&E residential customers for each year beginning with 2010 and continuing through 2014 who received assistance from a third party agency during the calendar year in question. Please provide the supporting calculations for these figures. Please provide this information for:
  - a) residential electric customers
  - b) residential gas customers.
- A-3. a) See attachment being provided in Excel format.
  - b) See attachment being provided in Excel format.

# CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# Question No. 4

- Q-4. Please provide in Excel format the average annual usage for LG&E residential customers in Jefferson County by zip code for each year starting with 2010 continuing through 2014 and provide the supporting calculations. Please provide this information for:
  - a) residential electric customers
  - b) residential gas customers
- A-4. a-b) See attachment being provided in Excel format.

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 5**

**Responding Witness: Robert M. Conroy** 

- Q-5. Utilizing the format in Attachment "A" to this First Request For Information, taken from Case No. 2012-00222, please provide the average residential gas bill for each month starting August 1, 2012 through December 31, 2014 generated by the average residential gas volume consumed broken down into its component parts (Customer Charge, Distribution Cost Component and Gas Supply Cost Component). Please specify the applicable rate of each component for each month. Please also provide the data in Excel format.
- A-5. See attachment being provided in Excel format.

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 6**

**Responding Witness: Robert M. Conroy** 

- Q-6. Utilizing the format in Attachment "B" to this First Request For Information, taken from Case No. 2012-00222, please provide the average residential electric bill for each month starting August 1, 2012 through December 31, 2014 by the average residential electric usage broken down into its component parts (Customer Charge and Energy Charge). Please specify the applicable rate of each component for each month. Please also provide the data in Excel format.
- A-6. See attachment being provided in Excel format.

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# Question No. 7

**Responding Witness: Robert M. Conroy** 

- Q-7. Please provide the projected average residential electric and gas bills, respectively, for each month of the forecast period that would be incurred by the average residential customer, broken down into the requested customer and energy charges and projected environmental, DSM and gas line tracker charges. Please provide the supporting calculations.
- A-7. See Schedule N at Tab 66 of the Filing Requirements for the average monthly residential electric and gas bills based on data for forecast test year of July 1, 2015 through June 30, 2016. The billing factors used to calculate the average monthly residential electric and gas bills are calculated as a unit charge based on the forecast period revenues and volumes on an annual basis and not monthly. Also see "Att-PSC2-70-File49" under Description of Document in the files uploaded in response to PSC 2-70. This file is the Excel version of Schedule N for electric customers.

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 8**

**Responding Witness: Robert M. Conroy** 

- Q-8. Please provide the average residential electric and gas bills, respectively, for each month starting July 1, 2012 through December 31, 2014 incurred by the average residential customer, broken down into the actual customer and energy charges and environmental, DSM and gas line tracker charges. Please provide the supporting calculations.
- A-8. See attachment being provided in Excel format.

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 9**

Responding Witness: Edwin R. "Ed" Staton

- Q-9. Please confirm that the disconnection reports attached hereto as Attachment "C" are true and accurate copies of the reports LG&E filed with the Commission and that there have been no subsequent changes to the information contained therein. If any information has been amended, please provide the amended reports.
- A-9. The disconnection reports attached as Attachment "C" to the First Request for Information of Association of Community Ministries are not the report that LG&E submitted to the Commission. See the attachment for the corresponding report that LG&E submitted.

# Attachment to Response to ACM-1 Question No. 9 Page 1 of 4

# LOUISVILLE GAS AND ELECTRIC COMPANY NON-PAYMENT DISCONNECTION/RECONNECTION REPORT JULY 1, 2012 THROUGH June 30, 2013

# **ELECTRIC CUSTOMERS**

807 KAR 5:006, SECTION 4(5)

COMPANY: LOUISVILLE GAS AND ELECTRIC COMPANY

220 WEST MAIN STREET LOUISVILLE, KY 40202

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Number Terminated	2,286	6,828	4,912	5,872	5,294	3,343	3,520	4,329	6,354	7,207	6,523	5,961
Highest \$ Amount Terminated	\$1,479.14	\$3,135.68				·						\$6,117.18
Lowest \$ Amount Terminated	\$75.14	\$75.07	\$75.04	\$75.01	\$75.05	\$75.24	\$75.30	\$75.06	\$75.01	\$75.09	\$75.24	\$75.06
Median \$ Amount Terminated	\$139.50	\$167.02	\$160.02	\$155.52	\$125.22	\$140.27	\$155.49	<b>\$</b> 173.33	\$179.62	\$178.25	\$165.25	\$129.74
Average \$ Amount Terminated	\$178.51	\$200.62	\$194.19	\$192.83	\$162.80	\$173.21	\$192.82	\$211.70	\$210.97	\$216.51	\$210.07	\$173.70
Number Reinstated	2,072	5,655	4,334	5,254	4,969	3,084	3,176	3,616	5,688	6,237	5,828	5,238

Note: Data includes all residential disconnections excluding returned checks, diversion and others which may skew the results

For information regarding this report contact: Marty Reinert

(502) 627-4173

# Attachment to Response to ACM-1 Question No. 9 Page 2 of 4

# LOUISVILLE GAS AND ELECTRIC COMPANY NON-PAYMENT DISCONNECTION/RECONNECTION REPORT JULY 1, 2012 THROUGH June 30, 2013

# **GAS CUSTOMERS ONLY**

# 807 KAR 5:006, SECTION 4(5)

COMPANY: LOUISVILLE GAS AND ELECTRIC COMPANY

220 WEST MAIN STREET LOUISVILLE, KY 40202

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
]												
Number	24	424	C4	00	04	454	470	240	200	450	400	200
Terminated Highest \$	21	134	61	68	91	154	176	219	360	456	403	268
Amount												-
Terminated	\$305.85	\$1,225.22	\$174.29	\$199.30	\$313.96	\$330.44	\$1,990.88	\$692.89	\$1,822.17	\$500.84	\$853.86	\$986.67
Lowest \$ Amount Terminated	\$76.95	\$75.66	\$76.14	\$76.27	\$76.05	\$76.93	\$76.58	\$75.70	\$75.34	\$75.21	\$75.59	\$76.79
Median \$ Amount Terminated	\$87.47	\$101.84	\$87.59	\$91.01	\$101.46	\$112.74		\$133.08	\$123.37	\$118.44	\$122.73	\$118.17
Average \$ Amount Terminated	\$118.31	\$135.17	\$98.49	\$101.87	\$111.33	\$122.00	\$138.48	\$156.96	\$152.32	\$136.96	\$147.15	\$152.48
Number Reinstated	21	72	70	195	159	134	170	153	293	264	193	102

Note: Data includes all residential disconnections excluding returned checks, diversion and others which may skew the results

For information regarding this report contact:

Marty Reinert (502) 627-4173

# Attachment to Response to ACM-1 Question No. 9 Page 3 of 4

# LOUISVILLE GAS AND ELECTRIC COMPANY NON-PAYMENT DISCONNECTION/RECONNECTION REPORT JULY 1, 2013 THROUGH June 30, 2014 ELECTRIC CUSTOMERS

807 KAR 5:006, SECTION 4(5)

COMPANY: LOUISVILLE GAS AND ELECTRIC COMPANY

220 WEST MAIN STREET LOUISVILLE, KY 40202

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Number Terminated	5,636	6,412	5,857	6,498	4,506	3,349	2,940	3,978	7,091	6,652	5,872	5,461
Highest \$ Amount Terminated	\$2,636.85	\$1,799.71	\$3,041.90	\$1,881.21	\$3,953.89	\$1,730.39	\$1,807.68	\$2,638.25	\$2,107.32	\$3,965.08	\$2,923.37	\$2,717.84
Lowest \$ Amount Terminated	\$75.04	\$75.10	\$75.10	\$75.16	\$75.07	\$75.07	\$75.03	\$75.13	\$75.14	\$75.11	\$75.16	\$75.06
Median \$ Amount Terminated	\$137.49	\$154.40	\$161.04	\$154.30	\$140.45	\$139.60	\$164.46	\$213.72	\$221.58	\$200.18	\$172.52	\$138.34
Average \$ Amount Terminated	\$171.56	\$183.61	\$192.90	\$185.83	\$173.45	\$182.48	\$206.55	\$264.61	\$268.47	\$251.19	\$247.39	\$204.15
Number Reinstated	4,870	5,769	5,025	5,702	4,359	2,975	2,599	3,140	5,916	5,769	5,134	4,428

Note: Data includes all residential disconnections excluding returned checks, diversion and others which may skew the results

For information regarding this report contact:

Marty Reinert (502) 627-4173

# Attachment to Response to ACM-1 Question No.

# LOUISVILLE GAS AND ELECTRIC COMPANY NON-PAYMENT DISCONNECTION/RECONNECTION REPORT JULY 1, 2013 THROUGH June 30, 2014

# GAS CUSTOMERS ONLY

807 KAR 5:006, SECTION 4(5)

COMPANY: LOUISVILLE GAS AND ELECTRIC COMPANY

220 WEST MAIN STREET LOUISVILLE, KY 40202

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Number Terminated	157	157	102	98	94	68	172	189	436	448	384	234
Highest \$ Amount Terminated	\$644.72	\$668.21	\$243.12	\$1,091.84	\$388.40	\$471.37	\$427.77	\$608.05	\$617.35	\$949.36	\$668.43	\$1,541.76
Lowest \$ Amount Terminated	\$75.67	\$75.69	\$75.34	\$75.86	\$76.43	\$80.15	\$75.14	\$75.26	\$76.67	\$75.08	\$75.89	\$76.09
Median \$ Amount Terminated	\$106.10	\$102.58	\$93.53	\$96.61	\$95.12	\$104.75	\$122.08	\$129.73	\$147.99	\$143.73	\$155.07	\$121.31
Average \$ Amount Terminated	\$122.81	\$131.82	\$102.50	\$137.81	\$111.03	\$120.64	\$137.77	\$148.72	\$177.12	\$182.88	\$189.83	\$176.35
Number Reinstated	92	91	73	288	169	87	151	155	308	<b>24</b> 2	164	83

Note: Data includes all residential disconnections excluding returned checks, diversion and others which may skew the results

For information regarding this report contact:

Marty Reinert (502) 627-4173

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 10**

- Q-10. Please provide in Excel format a breakdown by zip code of (1) the number of LG&E residential accounts in Jefferson County disconnected for nonpayment and (2) the number of those accounts for which service was reinstated for each of the fiscal years beginning in 2011, 2012 and 2013: Please provide this information in a manner that corresponds to the numbers reported on the disconnection reports referenced in Request No. 9 above for:
  - a) residential electric customers
  - b) residential gas customers
- A-10. a-b) See attachment being provided in Excel format.

# CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 11**

- Q-11. Please provide the number of LG&E residential customers that received assistance from a third party agency for each month from July 1, 2012 through December 31, 2014. Please state the monthly amount of such funds.
- A-11. See attachment being provided in Excel format.

# CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

# **Question No. 12**

- Q-12. Please provide in Excel format a breakdown by zip code of the number of LG&E residential customers in Jefferson County who had at least one bill paid by a third party agency and the amount of assistance paid. Please provide this information for the following years:
  - a) 2012
  - b) 2013
  - c) 2014
- A-12. a-c) See attachment being provided in Excel format.

### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 13**

- Q-13. Please refer to the Testimony of Victor A. Staffieri beginning at Page 14, Line 23 and continuing through Page 15, Line 3.
  - a) Describe fully the 24-month pilot project to increase the marketing of energy-efficiency programs to low income customers and improve the communication of energy-efficiency information with the customers.
  - b) Identify the low income service providers referred to.
  - c) Describe the steps taken to develop and implement this program up to the date of your response.
  - d) Please identify and produce any documents developed for or utilized in this pilot project.
- A-13. a) The project utilizes existing relationships with government representatives, low income service providers, and other nonprofit organizations to increase awareness of energy efficiency offerings and program enrollment among our low income customers. Training and education of these community partners will occur on a quarterly basis throughout the 24 month project. Our energy efficiency program awareness efforts are supported by increased radio presence, advertising and marketing on city buses and bus stops, distribution of informational print material, a greater presence at LIHEAP enrollment events, and participation in the community. Training and education of personnel in government offices, religious affiliations and support services will also occur on a quarterly basis throughout the 24 month project events which attract our low income customers.
  - b) Neighborhood Place, Social Services, Non-profit housing developers (Habitat for Humanity, Fuller Center, Louisville Metro Housing, New Directions, Housing Partnership), Project Warm, Neighborhood Institute, All Seasons Assurance Plan, select day care centers, various family resource centers, Louisville Apartment Association, Dare to Care, and the Volunteer Income Tax Assistance Program.

- c) Energy Efficiency and Corporate Responsibility representatives developed the pilot program. A cross functional team consisting of Energy Efficiency, Corporate Responsibility, Corporate Communications and Customer Commitment was created to implement the plan. A project plan with dates and responsible individuals has been created to ensure the deliverable is met. Implementation to-date consists of outreach to low income service providers, training and outreach among government agencies, Neighborhood Place(s), LG&E Customer Commitment Advisory Forum and All Seasons Assurance Plan. These outreach efforts have been supported by marketing and advertisement on TARC bus stops and via urban radio. Various print media tools, including door hangers and info cards, are being developed with support from our advertising agency.
- d) See attached. The appendix from this document has been excluded due to contractually confidential information.



# **PURPOSE**

REVIEW MEDIA RECOMMENDATIONS TO SUPPORT THE LOW-INCOME STRATEGY BRIEF

SNAPSHOT OF TIMING:

11/13 ALIGN ON MEDIA RECOMMENDATIONS

11/17 CREATIVE CONCEPTS PRESENTED

11/19 FEEDBACK TO CREATIVE CONCEPTS AND MEDIA APPROVED

11/19-11/26 CREATIVE ELEMENTS FINALIZED

12/1 LAUNCH

### **ASSIGNMENT**

# DEVELOP AN INTEGRATED PLAN TARGETING LOW-INCOME LG&E CUSTOMERS IN LOUISVILLE.

BUDGET: \$90,000 TO COVER MEDIA AND CREATIVE

# Target Audience:

- LG&E Residential Customers
  - —African American Adults, supporting large families, low-income (\$40K or less)
  - -Employed full-time, have higher monthly energy bills
  - —More than 2/3 are renters rather than homeowners

### MEDIA TACTIC: RADIO

### **SPOT RADIO**

### WGZB/WMJM

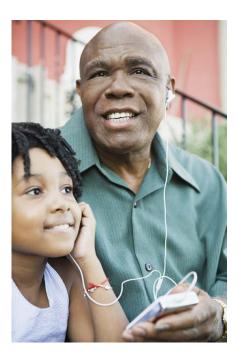
- · Indexes high with our target audience
- · Strong urban stations
- :60 spot

### PANDORA RADIO

Audio with corresponding display

- Mobile, desktop, tablet
- Geography and qualitative targeted:
  - Jefferson County
  - Adults 25+
  - HHI of \$50K or less (Pandora does not offer a break at \$40K)
  - Target stations like: Rap, R&B, Blues, Pop and negatively target stations like Classical
- :30 audio spot with surrounding display

Rationale: Louisville has two strong urban radio stations, we'll be able to hit our audience broadly with this medium and then extend our reach with targeted Pandora radio.



### MEDIA TACTIC: OUT OF HOME

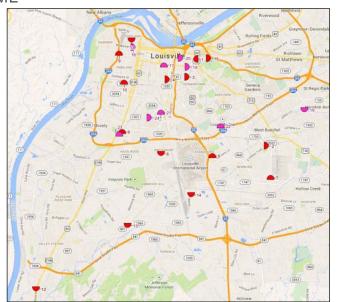
### 15 POSTERS

### 9 TRANSIT SHELTERS

Strategically located in areas with a high population of target audience

Rationale: We know this is one of the primary mediums our audience is influenced by and it provides a large space





### OUT OF HOME LOCATIONS (CORRESPONDS WITH MAP NUMBER ON SLIDE 5)

		Location		IMP 18+	Сору			Available	TAB Panel
hp#	Inventory #	Description	D.E.G.	Weekly	Size	Latitude	Longitude	Time Period	ID.
				Louisville P	osters				
1	630	Baxter & Chestnut F/E	8.49	45,392	10'5" x 22'8"	38.250183	-85.731755	12/1 - 12/28/14	627886
2	309O	Indian Trail E/O Newburg F/W	1.77	10,361	10'5" x 22'8"	38.184941	-85.664204	12/1 - 12/28/14	627996
3	3220	814 E Kentucky FW	4.41	13,363	10'5" x 22'8"	38.23675	-85.740073	12/1 - 12/28/14	601040
4	406O	315W Oak (Post before 7:30 am) F/W	6.46	30,261	10'5" x 22'8"	38.23503	-85.759248	12/1 - 12/28/14	628043
5	468O	4824 Preston F/S	24.51	86,318	10'5" x 22'8"	38.177355	-85.715775	12/1 - 12/28/14	628066
6	503O	4812 Southside S/O Woodlawn F/N	15.05	51,466	10'5" x 22'8"	38.179024	-85.764891	12/1 - 12/28/14	601267
7	525O	6100 Shophordsville & Poplar Lovel F/S	15.25	53,870	10'5" x 22'8"	38.16094	-85.660347	12/1 - 12/28/14	628096
8	684O	3801 7th F/S	11.74	57,309	10'5" x 22'8"	38,195456	-85.801908	12/1 - 12/28/14	628164
9	7000	F264 & River Park E/S F/S	43.49	178,199	10'5" x 22'8"	38.25455	-85.805095	12/1 - 12/28/14	628171
10	890O	2705 Wilson F/S	4.52	16,036	10'5" x 22'8"	38.232692	-85.800143	12/1 - 12/28/14	601483
11	909O	26th & Alford F/N	1.84	11,460	10'5" x 22'8"	38.264543	-85.793245	12/1 - 12/28/14	601497
12	9780	12312 Dixie F/N	15.85	76,214	10'5" x 22'8"	38.076881	-85.88441	12/1 - 12/28/14	628346
13	10210	8115 3rd S/O Manslick F/N	11.37	42,912	10'5" x 22'8"	38,124849	-85.796995	12/1 - 12/28/14	628381
14	10330	7011 Grade F/N	6.89	28,042	10'5" x 22'8"	38.148127	-85.73624	12/1 - 12/28/14	628387
15	11890	1400 Payne E/O Lexington F/W	2.73	16,755	10'5" x 22'8"	38.250931	-85.719793	12/1 - 12/28/14	628488
			Lo	uisville Bus	Shelters				
16	4141AO	Market W/O 25th SW F/W	7.71	30.911	4' x 6'	38,259143	-85,791829	12/1 - 12/29/14	30554404
17	4143BO	6th S/O Broadway SW F/S	3.7	7.393	4' x 6'	38,245814	-85,76211	12/1 - 12/28/14	30554286
18	4147AO	744 E. Broadway @ Shelby SW F/W	17.19	65,469	4' x 6'	38.244416	-85,740051	12/1 - 12/29/14	30554272
19	4223BO	Breckenridge & Breckenridge Plaza F/N	23.13	50.956	4' x 6'	38.212136	-85.627806	12/1 - 12/28/14	30554210
20	4265AO	E. Liberty St. E/O Preston Street F/W	10.75	40,688	4' x 6'	38,251206	-85,746239	12/1 - 12/28/14	30583636
21	4303AO	4th & Winkler SE F/S	6.01	25,740	4' x 6'	38.210012	-85,765028	12/1 - 12/29/14	3055420
22	4325AO	Poplar Level & Taylor Avenue F/S	24.07	90,213	4' x 6'	38.199861	-85.707886	12/1 - 12/28/14	30554191
23	4331AO	7th & Southland Terrace F/S	11.74	44,825	4' x 6'	38.193757	-85.80466	12/1 - 12/28/14	3055418
24	4350CO	Taylor Blvd. & Central Avenue F/W	8.77	25,228	4' x 6'	38,2061	-85.776314	12/1 - 12/28/14	30616746



### MEDIA TACTIC: SOCIAL MEDIA

DIGITAL CREATIVE TEAM TO DEVELOP A PROMOTED POST PLAN TO PRIMARILY RUN ON TWITTER (PREFERRED CHANNEL FOR OUR TARGET AUDIENCE)

4 WEEKS OF BOOSTED POSTS

CREATIVE EXECUTIONS TO ENCOURAGE CUSTOMERS TO INTERACT ON TWITTER WITH CAMPAIGN-SPECIFIC HASHTAG

RATIONALE: OUR AUDIENCE IS USING SOCIAL MEDIA, THIS WILL ALLOW US TO BE RELEVANT AND GAIN TRUST WITHIN THE AUDIENCE.

### COMMUNITY OUTREACH: SUPPORTING MATERIALS

LG&E IS REACHING OUT TO COMMUNITY PARTNERS AND INFLUENCERS:

Libraries

Schools

Churches

Neighborhood Festivals

Low-income Landlords

Housing Partnership Incorporated

Neighborhood Institute

Portland Neighborhood House

Louisville Central Community

Louisville Metro

Neighborhood Place

Newburg Boys and Girls Club

New Directions

**Project Warm** 

SCOPPECHIO TO DEVELOP ITEMS TO SUPPORT OUTREACH:

Scopecchio to create canvas bags to be used as takeaways:

- Project Warm Weatherization Kit
- Leave behinds at various speaking events

Canvas bags could include all/part of the following:

- · Light bulbs
- Power strip
- · Weather stripping
- Brochures
- Tips for renters

### **NEXT STEPS / TIMING**

11/13 ALIGN ON MEDIA RECOMMENDATIONS

11/17 CREATIVE CONCEPTS PRESENTED

11/19 FEEDBACK TO CREATIVE CONCEPTS AND MEDIA APPROVED

11/19-11/26 CREATIVE ELEMENTS FINALIZED

12/1 LAUNCH



Laura Douglas, VP, Corporate Responsibility and Community Affairs Lisa Keels, Manager, Energy Efficiency Operations













- The current situation Annual 2013 Bellomy Customer Satisfaction Research Study
  - The major gap between satisfied and dissatisfied customers
  - Profile of a dissatisfied LG&E customer
  - Consequences of increased dissatisfaction
- Recommended strategy: LG&E pilot project addressing low income customer dissatisfaction



### Key Segment Ratings Based on LG&E Overall Satisfaction\*

Mean, Annual 2013

	Highly Satisfied	Satisfied	Neutral	Dissatisfied	Dissatisfied Gap vs Highly Sat
Power Quality & Reliability	9.65	8.70	7.81	7.30	-2.35
Billing	9.37	8.57	7.48	6.25	-3.12
Payment	9.41	8.67	7.66	6.56	-2.85
Price (electric)	7.84	6.70	5.49	4.03	-3.81
Price (gas)	7.75	6.73	5.35	3.85	-3.90
Corporate Citizenship	8.69	7.67	6.53	5.19	-3.50
Communications	8.63	7.59	6.72	5.68	-2.95



#### **LG&E Profile Based on Overall Satisfaction**

% Respondents, Annual 2013

		spondents, Ann				1
	Total	Highly Satisfied	Satisfied	Neutral	Dissatisfied	
Own/Rent						
Own	67%	68%	75%	69%	50%	
Rent	30%	28%	21%	28%	46%	Low Income
Household Income						Renters = 35%
Under \$40k	42%	41%	36%	43%	55%	Dissatisfied LG&E
\$40k+	39%	38%	46%	40%	28%	
Employment						
Work full-time	46%	42%	52%	49%	47%	
Work part-time	7%	6%	7%	7%	8%	
Unemployed	9%	9%	6%	10%	12%	
Retired	29%	36%	25%	23%	21%	
Ethnic Group						
White or Caucasian	70%	77%	74%	68%	49%	
African American	18%	12%	15%	20%	37%	
Average Bill	\$162	\$152	\$151	\$169	\$194	

\*Highly Satisfied: Overall Satisfaction Rating = 9 or 10; Satisfied: Overall Satisfaction Rating = 8; Neutral: Overall Satisfaction Rating = 7 or 6; Dissatisfied: Overall Satisfaction Rating = 5, 4, 3, 2, or 1 (Wtd Base Sizes: Highly Satisfied=906, Satisfied=482, Neutral=387, Dissatisfied=316)



- Profile of a dissatisfied LG&E customer
  - More likely to be lower income
  - More likely to be a renter
  - More likely to be African American
  - More likely to have higher bills
  - Less likely to be retired
  - Less likely to be on budget payment plan or budget payment plan with auto-deduction
  - More likely to pay their bill online, at a payment agency or utility office, or call in using a check card
  - Less aware of LG&E's corporate citizenship efforts



- Consequences of maintaining the status quo
  - Performance at or barely ahead of peer group
  - Strong KU performance offset by lower LG&E performance
  - Negative industry peer group perception
  - Increased customer complaints
  - Negative impact on community good will
  - Possible regulatory scrutiny



- Recommended strategy and tactics: LG&E 24 month pilot project designed to improve low income customer satisfaction
  - Focused and increased marketing of energy efficiency program offerings to low income customers in partnership with low income service providers
  - Innovative communication vehicles designed to reach low income customers
  - Heightened Call Center support



### Project plan

Fask Name	Duration	Start	Finish	% Comp.
Engaging the Low Income Customer	460 days	Mon 7/31/14	Fri 5/1/16	09
Utilizing Transit Authority River City (TARC) as a medium	459 days	Mon 7/31/14	Thu 4/30/16	09
LKE Outreach Team	460 days	Mon 7/31/14	Fri 5/1/16	09
Low Income Portal	86 days	Wed 10/4/14	Wed 2/1/15	09
JCPS	200 days	Mon 8/28/14	Fri 5/30/15	09
Neighborhood Place	263 days	Mon 7/31/14	Wed 7/1/15	09
Social Service	243 days	Wed 10/25/14	Fri 9/29/15	09
Non Profit Housing Developers	451 days	Fri 8/11/14	Fri 5/1/16	09
Landlord/ Apartment Owners (LAA)	265 days	Mon 10/2/14	Fri 10/5/15	09
Neighborhood Institute	460 days	Mon 7/31/14	Fri 5/1/16	09



### Budget

Task Name	Total Cost
Engaging the Low Income Customer	\$284,000.00
Utilizing Transit Authority River City (TARC) as a medium	\$125,000.00
LKE Outreach Team	\$55,000.00
Low Income Portal	\$75,000.00
JCPS	\$1,000.00
Neighborhood Place	\$1,000.00
Social Service	\$1,000.00
Non Profit Housing Developers	\$4,000.00
Landlord/ Apartment Owners (LAA)	\$2,000.00
Neighborhood Institute	\$20,000.00



- Project team
  - Laura Douglas- Corporate Responsibility
  - Lisa Keels Energy Efficiency Programs
  - Tim Melton- Customer Services Support
  - Natasha Collins Media Relations
  - Lauren Colberg Consistent messaging



### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 14**

### Responding Witness: Kent W. Blake

- Q-14. Please refer to the Testimony of Kent W. Blake (hereafter referred to as K. Blake Testimony) at Page 8, Line 1. Please state the Companies' corporate objectives.
- A-14. The Company's corporate objectives are reflected in its Vision, Mission and Values as shown below.

**Vision:** Empowering economic vitality and quality of life.

**Mission:** To provide reliable, safe, competitively priced energy to our customers and best-in-sector returns to our shareowners.

### Values:

- 1. Safety and Health We do not compromise on safety and health. The objective is very simple: zero accidents and no adverse impact on the public, employees or contractors.
- **2. Customer Focus** We provide the highest quality, safe, reasonably priced service to all our customers, improving quality of life in the areas we serve. We anticipate and meet the needs of both our external and internal customers.
- **3.** Employee Commitment and Diversity We are committed to an inclusive, respectful and diverse workplace that rewards performance, enables professional development and encourages employee engagement. Employees take responsibility for results and are committed to diversity and to continual improvement.
- **4. Integrity and Openness -** We act honestly and ethically in everything we do, adhering to the highest standards of conduct. We honor our commitments, take personal responsibility for our actions and communicate openly.
- **5. Performance Excellence -** We have a personal commitment to excellence in all we do, taking great pride in our professionalism, attention to detail and continual improvement. Each employee understands that excellent day-to-day performance and a personal focus on results are essential to producing superior returns for our shareowners.
- **6. Corporate Citizenship -** We conduct our business in a responsible manner, considering the needs of present and future generations. We strive to be an exemplary corporate citizen, seeking to improve the quality of life in the communities in which we do business.

### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 15**

Responding Witness: Edwin R. "Ed" Staton

- Q-15. Please refer to the Testimony of Edwin R. "Ed" Staton (hereafter referred to as Staton Testimony) at Page 4, Lines 12 17, where it is stated that "[b]ased on the Edison Electric Institute's *Typical Bills and Average Rates Report Winter 2014...*LG&E's average electric residential rate is approximately 22 percent lower than the average residential electric rate of investor-owned utilities across the United States."
  - a) Please provide the supporting calculation for this figure, including an explanation of how customer service charges, energy charges, demand charges and surcharges such as, e.g., DSM and environmental charges were taken into account.
  - b) How many of the comparison investor-owned utilities serve customers in jurisdictions that provide by law for low-income rates or other discounts and/or subsidies for residential customers based on poverty, age or disability?
  - c) How does average annual household income in the territories served by the comparison investor-owned utilities compare to that of LG&E's service territory?
  - d) Please provide a copy of the above-referenced report.
- A-15. a) The data used from the EEI report is an "all-in" average bill and rate by customer class and does not separately identify the components (e.g. customer charge, energy charge, surcharges, etc.). See the introduction on page i of the report (attached for reference) for an explanation of the data contained in the report. The supporting calculation is shown below.

LG&E Residential Average Rate = \$9.75 per kWh (see page 219 of the EEI Report attached for reference only)

U.S. Residential Average Rate = \$12.43 per kWh (see page 228 of the EEI Report attached for reference only)

% of US Average = 1 - (9.75/12.43) = 22%.

- b) The Company has not made such a comparison.
- c) The Company has not made such a comparison.
- d) The request report is available for purchase through EEI at <a href="www.eei.org">www.eei.org</a> at the link below. Upon request, the Company will make the report available on site at the LG&E corporate offices.

http://www.eei.org/resourcesandmedia/products/Pages/Products.aspx

Page 1 of 3
Staton

### Introduction

### Scope and Method of Survey

This report surveys typical electric bills and average revenue per kilowatthour for residential, commercial, industrial, and resale service of investor-owned utility companies in the United States and international utilities. Bills have been calculated by the companies participating in the survey and reported to EEI. Revenue per kWh data are calculated by EEI using data submitted by the companies. <u>Unweighted</u> state, regional and nation-wide bill averages were calculated by EEI. Revenue per kilowatthour averages are weighted.

The List of Comments contains footnotes or other explanatory material furnished by respondents. Please note that comments are generally provided to make numbers reported easier to interpret. Readers interested in more extensive detail supporting the rates listed are encouraged to consult individual utility tariff sheets. Contact the editor, if you are interested in services EEI provides to support such tariff sheet research.

All bill data are in dollars. All average rate per kWh data are in cents.

EEI's Statistical Department also prints average rate per kilowatthour data. Because of differences in deadlines, companies reporting, rounding error, methods of compilation, and other minor differences, slight discrepancies between the numbers printed in Statistics Department documents and this document may exist.

### Organization of Data

### General Layout

The Typical Bills part of the report is divided into four sections - residential, commercial, industrial, and annualized bills. The Average Rate part of the report includes total retail. Each section of the report lists data arranged by state and region and includes state, regional, and national averages. The Typical Bills part of the report uses unweighted arithmetic averages. The Average Rate part of the report is weighted and includes two lines of state, regional, and USA averages: one line for the utilities listed and one line for all the utilities in the area including munis, coops, etc. Unbundled bill and rate components are included for utilities that have reported those components.

### Items Included in Bills

EEI asks participants to calculate bills to include all elements that the customer actually pays, with the exception of taxes that do not flow into the utility's revenues. Fuel, tax and other *revenue adjustments* are included. The List of Comments provides information on any variations.

Page 2 of 3

Staton

### **Average Rates**

(in cents/kilowatthour)

### **Residential Average Rates**

### 12 Months Ending 12/31

		2012 2013	
Average For South Atlantic			
_	generation	8.20 8.23	
	transmission	0.65 0.68	
	delivery	3.67 3.92	
	total rate	11.23 11.21	
total for all utilities (IOUs,	munis, coops, etc.)	11.77	
ast South Central			
Alabama			
Alabama Power Company			
	total rate	11.74 11.60	
Average For Alabama			
	total rate	11.74 11.60	
total for all utilities (IOUs, m	unis, coops, etc.)	11.95	
Kentucky			
AEP (Kentucky Power Rate Area)			
	total rate	9.18 9.32	
Duke Energy Kentucky			
	total rate	8.74 8.76	
Kentucky Utilities Company		0.04 0.00	
	total rate	8.24 8.99	
Louisville Gas & Electric Company	total rate	9.00 9.75	
	iotal rate	9.00 9.73	
Average For Kentucky	total rate	8.67 9.24	
	ioidi fale	0.07 9.24	
total for all utilities (IOUs, m	unis, coops, etc.)	9.59	

Page 3 of 3

Staton

### **Average Rates**

(in cents/kilowatthour)

### **Residential Average Rates**

12 Months Ending 12/31

2012 2013

### Hawaii

Hawaii			
Hawaii Electric Light Company	total rate	42.47 42.17	
	lotarrate	42.47 42.17	
Hawaiian Electric Company	total rate	35.10 34.62	
Maui Electric Company (Lanai)	total rate	30.10 0.102	
Madi Liectric Company (Lanai)	total rate	46.61 46.35	
Maui Electric Company (Maui)			
	total rate	38.71 37.82	
Maui Electric Company (Molokai)			
	total rate	46.13 46.43	
Average For Hawaii			
	total rate	36.88 36.41	
total for all utilities (IOU	s, munis, coops, etc.)	37.08	
verage For Hawaii			
	total rate	36.88 36.41	
total for all utilities (IO	Us, munis, coops, etc.)	28.40	
Average For USA			
<b>J</b>	generation	7.78 7.86	
	transmission	0.97 1.16	
	delivery	5.17 4.92	
	ctc	0.67 0.51	
	total rate	12.20 12.43	
total for all utilities (IC	OUs, munis, coops, etc.)	12.13	

### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 16**

Responding Witness: Edwin R. "Ed" Staton

- Q-16. Please refer to page 4, Lines 22 24 of the Staton Testimony, where, referring to residential rates, it is stated that "[e]ven with this rate adjustment, LG&E's projected average retail rate for 2015-2016 is approximately 16% lower than the 2013 average retail rate of investor-owned utilities in the U.S." Please provide the supporting calculation for this figure, including an explanation of how customer service charges, energy charges, time of use pricing, demand charges and surcharges such as, e.g., DSM and environmental charges were taken into account.
- A-16. See the response to Question No. 15. The supporting calculation is shown below.

LG&E Residential Average Rate = \$10.50 per kWh [after rate adjustment, see Filing Requirement Tab 66, page 1 of 22 (\$103.29/984 kWh = \$10.50 per kWh)

U.S. Residential Average Rate = \$12.43 per kWh

% of US Average = 1 - (10.50/12.43) = 16%.

#### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 17**

Responding Witness: John P. Malloy

- Q-17. Please refer to the Staton Testimony at Page 7, Lines 7 through 10.
  - a) Describe the restrictions and qualifications for installment plans that were in place prior to the period in which said restrictions were relaxed and explain specifically how the restrictions were relaxed.
  - b) Provide the dates of the beginning and end of the relaxation period.
- A-17. a) Normal installment plan eligibility for customers who are unable to pay a regular bill by the due date include the following:
  - The account must have a disconnection notice.
  - The account must not have any of the following:
    - o Existing installment plan
    - o Defaulted installment plan (items still unpaid)
    - o Expired Disconnection Notice
    - o Pending or Completed disconnection order
    - o Returned items or unauthorized reconnection
    - o Final Account
    - o Active Budget Payment Plan

The relaxed installment plan restrictions from February 1, 2014 through April 30, 2014 include the following:

- The account does not have a disconnection notice.
- The account MAY have any of the following:
  - o Existing installment plan
  - o Defaulted installment plan
  - o Disconnection Notice expired
  - o Pending disconnection order
  - o Active Budget Payment Plan
- The account may not have any of the following:
  - o Returned items or unauthorized reconnection
  - o Final Account
- b) The relaxed installment plan restrictions were in effect from February 1, 2014 through April 30, 2014.

### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 18**

- Q-18. Please refer to the Staton Testimony at Page 7, Lines 10 and 11. Provide the names of the recipient organizations and amounts donated by the Companies to each recipient organization.
- A-18. See the attachment for a listing of recipient organizations and amounts donated by the Companies.

### Attachment to Response to ACM 1-18 Page 1 of 1 Malloy

Company	<u>Program</u>	Assistance Amount
LG&E	Winterhelp	\$20,000
	Coalition for the Homeless	\$2,000
	Wayside Christian Mission	\$5,000
	Salvation Army for Families	\$5,000
	Volunteers of America Men's Shelter	\$5,000
	YMCA Safe Place	\$5,000
	St. Vincent DePaul	\$5,000
	St. Johns Center	\$2,500
	Jefferson Street Baptist Center	\$2,500
	Jefferson Street Baptist on Liberty	\$2,500
Total LG&	zE	\$54,500
KU	WinterCare	\$20,000
	Helping Hand-Elizabethtown	\$5,000
	The Hope Center	\$5,000
	Salvation Army	\$5,000
	Lighthouse Ministries	\$2,500
	Catholic Action Center	\$2,500
	Cooperative Christian Ministry – Middlesboro	\$2,500
	19 Community Action Agencies	\$90,000
Total KU		\$132,500
ODP	WinterShare	\$5,000
	Mountain Empire Older Citizens – Big Stone Gap	\$5,000
	Appalachian Community Action and Development Agency –	
	Norton	\$2,000
	Advocate Center of Norton	\$2,000
Total ODP		\$14,000
Grand Total	al	\$201,000

#### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 19**

Responding Witness: John P. Malloy

- Q-19. Please refer to the Staton Testimony at Page 11, Lines 5 through 12.
  - a) Please describe fully the enhanced outreach program including all methods and steps the Companies have taken and plan to take.
  - b) Describe any meetings with community agencies and low- income advocates that have taken place.
  - c) Please identify and produce any documents relevant to the development and implementation of this enhanced outreach.
- A-19. a) See the response to Question No. 13, part a.
  - b) The Customer Commitment Advisory Forum met on December 17, 2014. A discussion was held to determine additional concepts and resources that may be used to engage low income customers. Additionally, updates to the Low Income Portal that will allow agencies to enroll customers in WeCare were reviewed.

Also, a meeting was held with Giselle Danger-Mercaderes of JCPS on December 19, 2014. Giselle works with families who are homeless or at risk of becoming homeless. The purpose of the meeting was to introduce programs offered by LG&E that could help Giselle's clients. The Company discussed in detail the WeCare Program and the Refrigerator Recycling Program. Giselle agreed with sharing information with her clients.

c) See the response to Question No. 13, part d.

### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 20**

Responding Witness: Robert M. Conroy

- Q-20. Please refer to the Testimony of Robert Conroy (hereafter referred to as Conroy Testimony) at Page 41, Lines 12 24. Please provide all studies, data, analyses and other sources upon which LG&E relied, or consulted, in deciding to seek permission to raise the amount of the customer deposits, and in determining how large an increase to seek.
- A-20. See Exhibit RMC-4 of Mr. Conroy's Testimony for the determination of the deposit level. In accordance with 807 KAR 5:006, Section 8(1)(d)(2), the deposit amount is based on 2/12<sup>th</sup> of the average residential class bill. As shown in Exhibit RMC-4, the residential deposit requirement should be up to \$207 for an electric customer and \$130 for a gas customer in order to have an adequate security amount in the event of default in payment. However, the current deposit level is \$135 for an electric customer and \$95 for a gas customer. The current deposit level is only 65% of the required amount for an electric customer and 73% for a gas customer. After the polar vortex in early 2014, the Company saw a significant increase in bad debt. With the monthly bills being much higher than the average, the current level of deposit amount was not adequate to cover the bad debt expense. In order to gradually move the deposit level towards the appropriate level of 2/12<sup>th</sup> to ensure an adequate level of security in the event of default in payment, the Company chose the proposed levels of deposit as indicated in Exhibit RMC-4. The proposed levels are 77% of the required deposit level.

### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 21**

### Responding Witness: John P. Malloy

- Q-21. What criteria does LG&E use to determine whether a particular residential customer (or potential customer) will be required to pay a deposit? Please provide copies of any written policies, procedures, guidelines, manuals, or instructions addressing this topic
- A-21. LG&E Credit and Collection Deposit Policy:

### POLICY FOR SERVICE DEPOSITS

### **Policy for Service Deposits**

**Revised 8-2010** 

### A. Overview

The collection of service deposits from both residential and non-residential customers is an essential part of managing the Company's credit risk and exposure to loss.

### B. Definitions

N/A

### C. Applicability

See Kentucky Public Service Commission Regulation 807 KAR 5:006. General Rules, Section 7, Subsections (1) – (7).

See Kentucky Utilities Company Rates, Terms & Conditions for Furnishing Electric Service Sheet No. 87 P.S.C No. 13.

### D. Terms of the Service Deposit Policy

Residential service deposits are required from all new customers, based on the customer's credit score, provided by Experian, as well as existing customers who have been disconnected for nonpayment and are seeking to have service restored. Accounts requiring a security deposit may have the deposit billed in up to four monthly installments.

### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 22**

- Q-22. Please refer to Conroy Testimony at Page 42, Line 23 to Page 43, Line 5. What, if any, other forms of non-paper written communication, in addition to electronic mail would the Companies use if the referenced Discontinuance of Service provision is approved?
- A-22. No other form of non-paper written communication is being considered outside of electronic mail.

### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 23**

- Q-23. Please describe the Companies' experience in communicating with its residential customers by email and any other methods it may use to deliver disconnection notices pursuant to the proposed Discontinuance of Service provision, including how it implemented this type of communication, and whether it has resulted in any challenges for the Companies or customers such as in ensuring receipt of communications, confidentiality or any other issues.
- A-23. Since 2003, the Companies have offered residential customers the choice of a mailed paper bill or email to a secured website to view their electronic bill. To date, the Companies have only used U.S. mail for the issuance of the disconnection notice. The proposed Discontinuance of Service provision is intended to allow customers the choice of selecting paperless for the issuance of disconnection notices too.

### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 24**

- Q-24. What safeguards would the Companies implement to ensure that non-paper forms of written communication would be appropriate mechanisms for delivery of disconnection notices?
- A-24. If the Companies receive notification that the delivery of disconnection was not delivered to the customer, the communication would be printed and mailed to the address on the account.

### CASE NO. 2014-00372

### Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

### **Question No. 25**

- Q-25. Please provide copies of any policies, guidelines, instructions or other materials relating to communication with customers by email or other forms of non-paper written communication.
- A-25. See attached policies and guidelines.

#### TERMS OF SERVICE FORLG&E and KU MY ACCOUNT SYSTEM

In order to register for and use the LG&E and KU My Account system and website, you must review and agree to the Terms of Service (TOS) set forth below. By clicking the acceptance check box below the TOS, you are entering into a legal contract with LG&E and KU Energy LLC and you agree to be bound by the TOS. If you do not accept the TOS, click the CANCEL button at the bottom of the page to cancel your request to register and exit the My Account website.

We suggest printing, downloading, or otherwise saving a copy of the TOS for your future reference.

#### Definitions:

The Service - means this My Account system, its website, services and features.

You (your) - means you, the customer registering to use the Service.

We (us, our) - meansLG&E and KU Energy LLC, Louisville Gas and Electric Company, Kentucky Utilities Company, or Old Dominion Power Company or otherLG&E and KU Energy LLC subsidiaries.

TOS - means these Terms of Service.

Community Winterhelp/WinterCare Energy Assistance Fund Service – means the service enabling you to provide winter assistance through online donations.

E-Payment Service - means the online service which allows us to

debit your designated bank account in the amount(s) indicated for payment of your energy bill.

Auto Pay — means the online Auto Pay service where you authorize automatic deduction of your monthly energy bill from your designated bank account.

Budget Payment (or Billing) Service – means the online payment plan option where your monthly energy bill is based on an estimated average and periodically adjusted to reflect actual use.

Landlord Utility Service – means the online service, whereby landlords make arrangements for management of tenant utility accounts.

Payment Arrangement Service – means the service of signing up online for establishing an installment payment plan.

Energy Efficiency Service - means the online service of registering for certain energy saving or energy efficiency features offered by us.

Paperless Service -- means the online service where customers elect to receive notice by email that their monthly energy bills are ready to be viewed electronically rather than receiving a paper bill in the mail.

#### Additional Terms and Conditions:

The provisions of the TOS are in addition to any terms of use to which you agreed when entering or registering at any of our other websites. In the event of any conflict between the TOS and any terms of more general application on our websites (i.e., the Terms of Use at www.lge-ku.com/terms\_of\_use.asp),

the TOS in this document shall control. Except as expressly provided herein, the TOS does not after the terms under which we provide your energy services.

### Registering for the Service:

You must complete the registration process to receive the Service. If we determine during the registration process that you do not meet our eligibility requirements for the Service, you will not be permitted to complete the registration process or receive the Service. By registering for the Service, you

Page 1 of 9

Instruct us to create a user identification file and profile for you. You agree to provide accurate, current, and complete information and maintain and promptly update such information. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false headers or otherwise conceal your leading from us for any purpose. We reserve the right to apply payments to your account or to accounts that you designate through use of the Service in accordance with our standard then-existing payment priorities.

You may also be required to provide additional information or complete additional registration procedures to be able to receive particular features of the Service. You must provide the information and complete the additional registration procedures to receive the particular features. If we determine that you do not meet our eligibility requirements for any particular feature, you will not be permitted to complete the registration process for the particular feature or receive such feature.

#### Your Authority to Act:

You represent and warrant that any bank account information registered by you through use of the Service is accurate and you are an authorized signatory for the bank account provided and that you have all needed rights and approvals to issue the payment instructions given. You represent and warrant that you have the right to make changes to any energy account impacted by the Service or any online features that you utilize on our website.

#### Password and Security:

You understand that your password and any other security code are for the protection of your information and the integrity of our system. It is your responsibility to see that your password and other security codes are not disclosed to unauthorized persons. If you believe your password or other security codes are breached, or were breached, or were used improperly, you must immediately notify us. We will not be responsible for any loss or damage resulting from someone else using your password or account, either with or without your knowledge, You alone are responsible for all messages posted, statements made, or acts or omissions that occur within the Service through the use of your account or registration information.

We will take reasonable precautions to protect information you provide through the use of the Service from loss, use, or alteration. Our precautions include use of firewalls and encryption and other industry standard procedures. However, we make no warranties or guarantee that the Service is protected from interruption, viruses, or any security threats.

### Privacy:

Please review theLG&E and KU Energy LLC My Account System Privacy Policy (the "Privacy Policy") which also governs your use of the Service and is incorporated by reference into the

#### Changes in Your Information:

You agree to notify us about changes in your, e-mail address, or other information by updating such information in your profile on the website. You may update your profile by making changes on the Profile maintenance page.

#### Your Use of Service:

You agree to use the Service and the website in a manner consistent with the TOS and all applicable laws and regulations. We grant to you a limited, non-exclusive and

revocable license to use the Service for monitoring and dealing with your energy accounts or those accounts which you are authorized to deal with and communicating with us regarding such accounts in a manner provided by the TOS.

#### Your Responsibilities:

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You remain responsible at all times for the timely and full payment of your bill or account. We will not be responsible for any fees, losses, or damages incurred by you or by anyone on whose behalf or account you are acting as a result of our fallure to receive any payment or your inability to pay your bill, account, pledge, or other payment through use of the Service whatever the cause or reason, except as specifically set forth herein.

You are also responsible for any costs of telephone and internet service necessary to reach us to use the Service. If a payment cannot be completed or is refused because of insufficient funds or credit limits, you agree that you are responsible for:

- Any late fees, return payment fees, deposits, or other fees that may be assessed according to the rules and regulations of the public service or utility commission in the state of your service;
- Any fees or costs (Including legal fees and court costs) incurred in attempting to collect the amounts from you; and
- Any fees or costs resulting from your providing incorrect account or other information, or you designating a closed account.

When you are finished using the Service, or if you leave your computer and/or mobile device unattended, you agree to completely close your browser or use the Log Off function of My Account in order to prevent the inadvertent use and/or theft of stored information by unauthorized third parties.

#### Payments Using the Service:

If the Service withdraws an amount greater than the authorized payment, we will, upon written notice, refund the difference to you. We are not responsible if any payment through use of the Service cannot be processed because of any one or more of the following:

- There are insufficient funds in your banking or financial institution account, or the payment would exceed your credit limit;
- Your account has been closed;
- We receive multiple returned checks from your designated bank or other account;
- The transaction incurs a cancellation or stop-payment;
- You provided any incorrect information during the registration process or falled to keep such information current;
- The Service or feature of the Service is unavailable for technical reasons; or
- The existence of circumstances beyond our control including without limitation fire, flood, storm, strikes or civil unrest.

#### Limitations on Use of Service:

You agree not to use the Service for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful, or otherwise prohibited by the TOS. You may not use the Services in any manner that could damage, disable, overburden, or impair this website or interfere with any other party's use of the website or the Service. You may not seek to obtain any materials or information through the website by any means not intentionally made available or provided for through the website. If you are under the age of 18, you may use the Service only with involvement of a parent or guardian. Further, you agree:

 You will not upload, post, reproduce, or distribute any Information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission Page 3 of 9

of the owner of such rights.

- You will not collect or store personal data about other users.
- You will not use the Service for any commercial purpose not expressly approved by us in writing. You will not upload, post, e-mail, or otherwise transmit any advertising or promotional materials, including without limitation, junk mail, surveys, spam, chain letters, pyramid schemes, or any other form of solicitation or unauthorized communication.
- You will not upload, post, e-mall, or otherwise transmit any material that contains viruses or any other computer and/or mobile device code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer and/or mobile device software or hardware or telecommunications equipment.

Operation of Service:

We may set limits regarding the Service, website or its

features, including limits on duration or amount of use, storage or postings, or eligibility for use of the Service or a particular feature of the Service. We may change or terminate the Service, website or any part of it without notice or liability.

Reporting Problems or Questions:

If you have questions, problems, or believe there has been an error in processing your request, you should notify us through the "Contact Us" e-mall link provided on our website or by contacting the Customer Service telephone number on your monthly energy bill. Please include your account number (If applicable), the request involved, any payment or bill involved, the identification of the property involved, the dollar amount of any error you suspect, and the question or problem you are concerned about. We will use reasonable efforts to resolve any issues promptly after we receive written notice.

### DISCLAIMER OF WARRANTIES AND LIMITATION ON LIABILITY:

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, FREEDOM FROM COMPUTER AND/OR MOBILE DEVICE VIRUS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE USE OF THE SERVICE. YOUR SOLE REMEDY IN THE EVENT OF ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE SERVICES PROVIDED WILL BE TO REQUEST THAT WE CORRECT THE MATTER OR, IF WE FAIL TO DO SO, TO DISCONTINUE USE OF THE SERVICE AT YOUR OPTION.

#### Indemnity:

You agree to Indemnify and holdLG&E and KU Energy LLC and its affiliates, officers, directors, shareholders and employees harmless from any liability, claim, demand, or expense, including attorneys' fees and costs, made by any third party arising out of your use of the Service, your breach of the TOS, or your breach of our proprietary rights or the proprietary rights of any third party.

Stopping or Terminating the Service or Feature:

You may stop participating in the Service, or any feature of the Service, at any time by using the Edit Profile feature provided in the Service's website, by contacting Customer Service by email through the Customer Service link on this website, by writing us a letter, or by contacting Customer Service at the telephone number listed on your monthly energy bill. Your request will be effective within a reasonable period

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after we process the request. Any pledges or payments already submitted and confirmed will be processed. The stopping or terminating of the Service or any feature of the Service does not change the terms of energy services provided to you. You remain responsible for timely and full payment of your bill or account. We reserve the right to stop your use of the Service or any feature of the Service if:

- Your account contains incomplete, untrue or not current information or we reasonably suspect that it does;
- You become unreasonably past due on your account or your account becomes inactive;
- Your e-mail address becomes invalid;
- State or Federal laws or regulations require us to change the

#### Service:

- You violate the TOS;
- You no longer meet the eligibility requirements for participation in one or more features of the Service;
- We cannot receive payment from your bank, credit union or other account designated through your use of the Service;
- We receive two (2) returned checks from you in a twelve (12) month period;
- You become insolvent or file for bankruptcy;
- We discontinue the Service.
- The responsibilities and obligations of the TOS continue after the Service is terminated.  $\!\!\!\!$

#### Changes to the TOS:

We may change the TOS from time to time. When we change the TOS, we may provide notice either (i) on this website, (ii) in an e-mail to registered website users or (iii) via other reasonable means. If you use the Service after notice or deemed notice of changes, you have agreed to the changes in the TOS. You may also be asked to review and accept the revised TOS. If you do not accept the revised TOS upon being prompted to do so, you will not be able to utilize the Service unless and until you accept the revised TOS.

#### Assignment:

You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### No Waiver:

We will not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### Governing Law:

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its conflicts of laws provisions.

#### Copyright:

All the content included in the Service, including, but not ilmited to, the text, applets, graphics, photographs, graphs, sounds, data, images, audio and video clips, logos, button icons, images, digital downloads, data compilations and

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software ("Content") is the property ofLG&E and KU Energy LLC or its Content suppliers and is protected by U.S. and international copyright laws. All software used to operate the website is the property ofLG&E and KU Energy LLC and its partner software suppliers and is protected by U.S. and international copyright laws. The compilation, collection, selection, arrangement, assembly and coordination of all content available onLG&E and KU Energy LLC website is the exclusive property ofLG&E and KU Energy LLC and protected by U.S. and international copyright laws. You do not acquire any ownership rights in materials you download or copy from use of the Service. You may download, use, and copy the materials found on the website for your personal, noncommercial use only, or if you are a business, solely for your internal business needs so long as you agree to retain any copyright notices on such materials.

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Trademarks:LG&E and KU, theLG&E and KU logo, and any other logos, slogans, and service names indicated on the website now or in the future are trademarks ofLG&E and KU Energy LLC or its affiliates or are used byLG&E and KU Energy LLC and its

affiliates with the permission of the owner. Trademarks and trade dress of LG&E and KU Energy LLC and its affiliates may not be used (i) in connection with any product or service that is notLG&E and KU Energy LLC 's or its affiliates'; (ii) in any manner that is likely to cause confusion amongLG&E and KU Energy LLC CUSTOMERS; OR (III) IN ANY MANNER THAT DISPARAGES OR DISCREDITSLG&E and KU Energy LLC, its affiliates or its website. All other trademarks not owned byLG&E and KU Energy LLC or its affiliates are the property of their respective owners, who may or may not be AFFILIATED WITH, CONNECTED TO OR SPONSORED BYLG&E and KU Energy LLC.

Should any term of the TOS be declared void or unenforceable by any court of competent jurisdiction, such declaration will have no effect on the remaining terms hereof.

#### Consent to Jurisdiction:

With the exception of matters subject to the exclusive jurisdiction of the public service or utility commission in your state, you consent and voluntarily submit to personal jurisdiction and exclusive jurisdiction in the Commonwealth of Kentucky and in the courts in such state located in Jefferson County, Kentucky and the United States District Court for the Western District of Kentucky in any proceeding arising out of or relating to your use of Services or the TOS. You hereby irrevocably and unconditionally waive and agree not to plead, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of venue or the convenience of the forum of any action with respect to the TOS in the United States District Court for the Western District of Kentucky and the Courts of the Commonwealth of Kentucky iocated in Jefferson County, Kentucky. Each party agrees that a final judgment in any proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or in equity.

#### Modifications and Waiver:

A walver by either party of its rights hereunder will not be binding unless contained in writing signed by an authorized representative of the party waiving its rights. The non-enforcement or walver of any provision on one occasion will not constitute a walver of such provision or any other provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto will

be used to modify, interpret, supplement or alter in any manner the TOS.

#### Third Party Sites:

Reference and links to third party companies and products are for informational purposes only and constitute neither an endorsement nor a recommendation and are not intended to suggest any affiliation unless expressly stated. You may be able to access other Internet sites through the use of the Service which are not created by us. The reliability,

availability, legality, performance and other aspects of resources on Internet sites other than those created by us is beyond our control. We make no representations or warrantles with respect to any third party sites.

Additional Terms Applicable to Specific Features of the Service:

All of the TOS, including without limitation your responsibilities, your representations, security and password provisions, payment terms, and terms for stopping or terminating the Service or feature, are applicable to all features of the Service. However, the following additional terms have particular application to the specific feature indicated below.

#### WINTERHELP/WINTERCARE SERVICE

By registering for the Community Winterhelp/WinterCare Energy Assistance Fund Service, you agree to pay the amount pledged for Community Winterhelp/WinterCare until you notify us online or otherwise in writing that you want to discontinue making such payments. You represent and warrant that you are authorized to make pledges on the energy account Impacted by the use of the Winterhelp/WinterCare Service.

#### E-PAYMENT SERVICE

By using the E-Payment Service and providing your bank account information, you authorize and instruct us to debit your designated bank account in the amount indicated for payment of your monthly energy bill. By doing so, you also authorize us to communicate with you by e-mail regarding payment of your monthly bill. Use of the E-Payment Service is voluntary and each payment requires action on your part. At any time you may discontinue this Service and make payments by alternate means.

#### **AUTO PAY**

By enrolling in the AUTO PAY Service and providing your bank account information, you hereby authorize and instruct us to debit your designated bank account each month on the bill due date for the total amount due for payment of your monthly energy bill. You agree that this authorization applies to all your current and future utility accounts with us. This authorization will remain in effect until revoked by you or your right to use the AUTO PAY Service is revoked by us. You also authorize us to communicate with you by e-mail regarding payment of your monthly energy bill. If your enrollment into the AUTO PAY Service occurs on your current bill due date, the automatic debit may not occur until the next bill due date. You will continue your normal method of payment after enrollment until you receive a bill which indicates "XX amount of dollars will be deducted from your bank account ON THE PAYMENT DUE DATE."

Each month, the AUTO PAY Service will automatically debit the bank account provided for the total amount due on the bill due date. If the AUTO PAY Service does not credit a payment on time, we will eliminate any related late charge. If the AUTO PAY Service withdraws an amount greater than the authorized payment, we will, upon written notice, refund the difference to you.

If your use of the AUTO PAY Service ends for any reason, any energy bills sent to your designated bank for payment prior to processing your request for de-enrollment or prior to the effective date of our termination of the AUTO PAY Service will still be paid through the AUTO PAY Service.

#### **BUDGET PAYMENT PLAN**

By registering for the Budget Payment Plan Service, you agree to pay your energy bill each month based on an estimated 12 month average. The 12 month average will be calculated based on your actual usage during the past 12 months, adjusted to reflect price increases, weather conditions, and other adjustments deemed necessary to reflect current conditions. The estimate will be periodically compared to your actual usage, and adjustments made to reflect the difference between amounts paid and amounts owed for actual energy usage.

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You remain responsible at all times for the timely and full payment of your bill or account for amounts of energy actually used. Upon termination of the Budget Payment Plan Service, you shall be responsible for paying your current bill, as well as any unpaid balance accumulated based on actual energy usage. If your actual usage is less than what you have actually paid, we will issue a credit on your account for the overpayment.

Once you are removed from the Budget Payment Plan Service, whether initiated by us or by you, you cannot re-enroll for a period of 12 months. If your utility service is disconnected for non-payment, you cannot enroll in the Budget Payment Plan Service for 12 months.

#### LANDLORD UTILITY SERVICE

By registering for the Landlord Utility Service, you authorize us to communicate with you by e-mail regarding utility bills for the properties identified through use of the Landlord Utility Service.

You represent that you are the owner or authorized representative of the owner of the property or properties identified in your use of the Landlord Utility Service and that said property or properties will be rented and that the tenants will be responsible for making arrangements for their electric and/or gas utility service.

Upon request from the tenant to have their electric and/or gas service discontinued, you hereby authorize us to bill the service to you, in the manner indicated through use of the Landlord Utility Service, until such time as a new tenant applies for utility service. You agree to accept

responsibility for all amounts billed to you and agree to pay said amounts by the due date indicated in each bill. Upon discontinuance of electric and/or gas service to a tenant for non-payment of said tenant's utility bill, the account will remain off service until such time as (1) the delinquent balance is paid in full by the tenant and service is re-established in the tenant's name, (2) the indebted tenant vacates the property and you authorize the service to be transferred into your name, or (3) a new tenant requests service in such tenant's name. You further agree to advise us any time that a tenant has vacated property covered by this agreement.

You further agree to notify us if you sell the property or properties identified through your use of the Landlord Utility Service so that it or they may be deleted from our agreement herein. You agree to be responsible for the payment of any bill issued for electric and/or gas service provided at the property or properties until you have notified us via e-mail or otherwise in writing of any changes.

Pursuant to our tariff, you agree that you will be subject to our collections and disconnect procedures at the property or properties if you fall to pay any transferred balance in a timely manner. Fallure to pay balances in a timely manner could also result in the property or properties being removed from this agreement.

#### PAYMENT ARRANGEMENT SERVICE

By registering for the Payment Arrangement Service, you agree to make payments in accordance with the Payment Arrangement established for your account. You also authorize us to communicate with you by e-mail regarding payment of your monthly energy bill.

The Payment Arrangement Service allows you to divide your payments, but you remain responsible at all times for the full payment of your bill or account. If you do not pay according to your Payment Arrangement, you will, upon appropriate notice, be removed from the Payment Arrangement Service, and may be

subject to further action including disconnection of your energy service in accordance with our usual procedures for non-payment of bills. You represent and warrant that you are authorized to agree to the payment plan set forth agreed to

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hereln.

You may stop participating in the Payment Arrangement Service at any time by paying your outstanding account balance in full or by arranging to make your installment payments other than through this online service. We reserve the right to revoke your ability to use the Payment Arrangement Service if you default on your payments or if you otherwise fall to satisfy our continued eligibility requirements.

#### **ENERGY EFFICIENCY SERVICE**

By registering for the Energy Efficiency Service, you agree to pay any fees or charges associated with the Energy Efficiency Service features that you elect to receive. You also authorize us to communicate with you regarding the Energy Efficiency Service by e-mall.

You may stop participating in the Energy Efficiency Service at any time by notifying us in writing or by telephone. You may also be prompted or asked through use of the Energy Efficiency Service to contact an applicable vendor or call a certain toll free number to notify the vendor or us of the particular feature you are electing to discontinue. Your request will be processed within a reasonable amount of time after our receipt of it. You remain responsible for timely and full payment of any amounts incurred through use of the Energy Efficiency Service prior to our processing of your request.

Information regarding your account may be shared with vendors for purposes of allowing the vendor to carry out the services or provide the products that you have requested.

#### PAPERLESS SERVICE

By enrolling in the Service, you instruct us to stop sending you a paper bill in the mail and agree to accept for all purposes the electronic bill notification described herein. You instruct us to notify you, electronically at the e-mail address you supply, that your bill is available for review and payment and to otherwise communicate with you by e-mail regarding your monthly energy bill. Note that any disconnect notices for your utility service will continue to be sent by paper mailing.

You agree to maintain a current and accurate e-mail address and notify us immediately of any changes. You remain responsible at all times for the viewing and timely paying of your bill. We will not be responsible for any fees, losses, or damages you incur as a result of failing to receive electronic notification of your bill or inability to view your bill for whatever cause or reason. You agree that we may use the electronic notification process herein for other required or useful notices other than bills.

If your use of the Paperless Service ends for any reason, you will revert to receiving your printed bill via U.S. Mail. Stopping the Paperless Service does not impact your obligation to pay your monthly energy bill. We may also terminate the Paperless Service if you fall to keep your e-mail address up to date. If e-mail to you is returned as undeliverable, we will stop the Paperless Service and resume paper mailings of your monthly bills.

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#### General Information Security and Responsibilities

#### Policy

Responsibility for information security, both paper records and electronic data, on a day-to-day basis is every employee's duty. Corporate information must be actively managed to ensure security, confidentiality, integrity, and availability.

The Information Classification and Handling Policy guides information owners in categorizing, labeling, securing, sharing, retaining and destroying information, based on its sensitivity. Information that has not been specifically identified as the property of other parties will be treated as though it is a Company corporate asset. It is the policy of the Company to prohibit unauthorized access, disclosure, duplication, modification, diversion, destruction, loss, misuse, or theft of this information. In addition, it is the policy of the Company to protect information belonging to third parties—that has been entrusted to the Company in confidence—in the same manner as Company trade secrets as well as in accordance with applicable contracts.

#### Scope

This policy applies to all LG&E and KU Energy LLC and subsidiary (Company) employees, temporary workers, and contractors (employees), including those workers affiliated with third parties who access Company computer networks and/or who have access to Company information. The policy also applies to all computer and data communication systems owned by and/or administered by the Company. Throughout this policy, the term

- "information" refers to all Company information assets including electronic data, business knowledge (intellectual property), and printed material.
- "employee" will be used to collectively refer to all such individuals.

#### General Requirements

- 1. Business Unit Management: Responsible for authorizing access to systems and information, verifying information integrity and controlling extracted information.
- 2. Information Technology Department Management: Responsible for developing secure processing systems and operating these systems in a controlled environment.
- 3. Systems and Information Owners: Responsible for identifying and managing risks relating to the security, integrity and continuity of information. Owners are required to review requests for access to information or systems and to verify that such access meets a legitimate business need. Additionally, owners are responsible for setting and managing appropriate information retention plans.
- 4. *Employees:* Required to comply with management's directions for the use and protection of Information Systems processing systems and information.

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### General Information Security and Responsibilities

#### **Specifics**

Information systems and information must be rigorously safeguarded to ensure system availability, information security, confidentiality and integrity. Employees must be kept informed and aware of the importance of information security. All managers and employees are required to act with urgency and diligence to fulfill these requirements.

#### **Exceptions**

The Director of IT Security and Compliance acknowledges that under rare circumstances, certain employees will need to employ systems that are not compliant with these policies. All such instances must be approved in writing and in advance by the Director of IT Security and Compliance.

#### Responsibilities

# Director, IT Security and Compliance

- Responsible for establishing, maintaining, implementing, administering, and interpreting company-wide information systems security policies, standards, guidelines, and procedures for all activities related to this policy.
- Responsible for directing investigations into any alleged computer or network security compromises, incidents, or problems. Facilitates the implementation of information security controls for all corporate systems.

#### Departmental Management

- Responsible for ensuring appropriate computer and communication system security measures are observed in his or her area.
- Responsible for ensuring appropriate information security requirements are included in contract language with third parties given access to such information and for ensuring all those granted access to information fully understand all of their responsibilities for securing Company information at all times.
- Responsible for ensuring sufficient financial and human resources needed are provided to meet the requirements of these policies.
- Responsible for making sure that each employee is aware of Company policies related to information, computer, and communication system security.
- Responsible for reporting all security compromises, potential security compromises, or system misuse to the Director, IT Security and Compliance.
- Responsible for engaging IT to
  - o Establish the overall security strategy for a department's information assets

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# General Information Security and Responsibilities

- o Determine the security level of information assets owned by the department through the use of the Information Classification and Handling Policy
- Provide timely information to IT about contractor, vendor, and consultant additions, reassignments and terminations so that appropriate steps can be taken to revoke access to systems, information and the network
- o Investigate suspicious activity and take the most appropriate action
- o Retain information in accordance with the Corporate Records Retention Schedule

#### **Human Resources Department**

• Provide timely information to IT about employee terminations or transfers so that appropriate steps can be taken to revoke or change access to systems, information and the network.

#### IT Service Desk

 Record all information relating to user requests, problems or reports of suspicious activities, and take the most appropriate action including referring the report to IT Security and or Corporate Security.

#### System and Application Administrators

- Act as information systems security coordinators.
- Establish appropriate employee privileges.
- Monitor access control logs, as appropriate.
- Perform similar security actions, such as periodic access reviews, as appropriate.
- Report all suspicious computer and network-security-related activities to the Director, IT Security and Compliance.

#### **Employees**

- Comply with this and all other computer and network security-defining Company policies, including individual standards and procedures contained within the body of the policies.
  - o Computer Hardware and Software Responsibilities
  - o Electronic Communications
  - o Identity Management
  - o Internet Access
  - o Intranet Content
  - o IT Personal Computing
  - o Remote Network Access
  - o Telecommunications Voice and Data Network Services
  - o Voicemail
- Report suspicious activity to the IT Service Desk or to Corporate Security and take the most appropriate action.

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# General Information Security and Responsibilities

### **System Access Control**

#### Passwords:

Maintaining strong passwords is essential to ensuring only authorized individuals have access to the Company's IT systems and data. Where supported by individual application or network authentication controls, passwords must meet the following minimum criteria:

- 1. Be a minimum of eight (8) characters in length.
- 2. Include three out of the four types of characters:
  - a. Upper case letters
  - b. Lower case letters
  - c. Numbers (0-9)
  - d. Special characters (e.g., #,\*, &, etc.)
- 3. Must be difficult to guess. That is, the password must not bethe same as the user ID; the user's name or initials; a common name, dictionary word, or phrase; the ID of any organizational unit; or any common acronym or data string used within the Company.
- 4. Should expire after a given period of time, based on the risk to the information protected. Passwords protecting less sensitive information (such as general network access) should be changed a minimum of every 90 days.

To the extent feasible within the application or operating system platform, these strong password controls shall be automatically enforced. Additional password controls may be enforced through specific applications depending on the sensitivity of the application or data being processed.

Default passwords that come with an application, operating system, database management system, or other program must be changed immediately after loading onto the computer.

Passwords must not be stored in readable form in batch files anywhere. Passwords must not be written down and left in a place where unauthorized persons might discover them. Aside from initial password assignment and password reset situations, if there is reason to believe that a password has been disclosed to someone other than the authorized employee, the password must be immediately changed.

Without specific written authorization from the Director, IT Security and Compliance, no password(s) should be shared or revealed to anyone except the authorized employee (excludes IT Infrastructure Technology, Infrastructure Services, and Client Support Services support personnel). To request authorization for shared accounts on the corporate domain use the AIM form "Shared Network/ System/Application Account." To request authorization for shared user accounts that are not on the corporate domain the system owner may use the AIM form "Shared Password Authorization."

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### General Information Security and Responsibilities

#### **Unattended Workstations**

To protect company data and prevent unauthorized access, employees must not leave their workstation or smart device(s) unattended without first logging-out or invoking password-supported screen savers.

#### Connecting to Network

Non-company managed devices will not be permitted to connect to the network without proper approval of the Director of IT Security and Compliance.

#### Requesting System Privileges

Requests for new employee-IDs and changed privileges must be requested through the Access, Install, Moves (A.I.M.) application and require one-over approval before the data/system owner considers the requests. To help establish accountability for events on the related systems, documents (perhaps in electronic form) reflecting these requests must be retained by the administrators. For accountability, all relevant documents reflecting these requests should be retained as long as the account is active.

#### Revoking System Access

Where possible, employee-IDs must automatically have the associated privileges revoked after a certain period of inactivity. The recommended period is ninety (90) days.

#### Restrictions

Except as specifically authorized by the Director, IT Security and Compliance, employees are not permitted to scan; attempt to compromise or otherwise penetrate LKE computer or network security measures; attempt to crack or decrypt encrypted LKE communications (including passwords); or intercept LKE communications. Incidents involving unapproved system cracking (hacking), password cracking (guessing), file decryption, bootleg software copying, or similar unauthorized attempts to compromise security measures may be unlawful, and will be considered serious violations of Company policy. Customer requests that Company security mechanisms be compromised must NOT be satisfied unless: (a) the Director, IT Security and Compliance approves in advance, or (b) Company is compelled to comply by law. Likewise, short-cuts bypassing systems security measures, as well as pranks and practical jokes involving the compromise of systems security measures are absolutely prohibited.

With the exception of authorized systems personnel, employees must NOT establish electronic bulletin boards, local area networks, modem connections to existing local area networks, or other multi-employee systems for communicating information without the specific approval of the Director, IT Security and Compliance. PC remote access software may not be utilized without the specific approval of the Director, IT Security and Compliance.

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# General Information Security and Responsibilities

Message Forwarding

Recognizing that some information is intended for specific individuals and may not be appropriate for general distribution, an employee should exercise caution when forwarding messages. Company sensitive information must not be forwarded to any party outside the Company without the prior approval of the responsible department manager. Use of automated rules to forward messages outside the Company is prohibited.

#### **Data And Program Back-Up**

To protect the Company's information resources from loss or damage, employees utilizing personal computing devices are responsible for storing Company information on a network drive. Information stored on a hard drive is not backed-up.

For employees utilizing smart devices, Company data should only be stored on company-managed devices or within the Company's data centers. Storage of Company data on third-party cloud services is not permitted.

#### Penalties for Noncompliance

Failure to comply with this policy may result in disciplinary action, up to and including discharge.

**Key Contact:** Director, IT Security and Compliance

Reference: Information Classification and Handling Policy; Computer Hardware and Software Responsibilities; Electronic Communications; Identity Management; Internet Access; Intranet Content; IT Personal Computing; Remote Network Access; Telecommunications Voice and Data Network; Voicemail

Administrative Responsibility: Chief Information Officer

Revision Dates: 08/01/00, 12/15/05, 11/20/09, 04/01/10, 12/23/2013, 5/8/14

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#### Retention of Electronic Mail

#### **Policy**

The purpose of this policy is to establish procedures for the retention of email which ensure that the Company can promptly access information necessary for the efficient operation of the business while fully meeting its legal obligations to retain and produce documents in legal proceedings.

#### Scope

This policy applies to all LG&E and KU Energy LLC and subsidiary (Company) employees, temporary workers, and contractors (employees) while on work time or break time, on or off Company property, or after hours, or on-line after hours via remote connection utilizing computer resources.

#### General Requirements

In order to develop email retention procedures which accomplish this purpose, the Company has carefully considered a range of information, including the following important factors:

- Duties imposed by law;
- The Company's historical practices regarding retention of email;
- The storage and retrieval capabilities of the Reference Information Storage System ("RISS").

After evaluating each of these factors and other relevant considerations, the Company has adopted the following procedures to be implemented through RISS:

- 1. Email on the Exchange server will be archived on or within one (1) month after the 91<sup>st</sup> day after its date of creation<sup>1</sup>. Existing email greater than 90 days old will be migrated to archives.
- 2. Until archiving, Outlook users will have the discretion to determine whether an email is required to be kept for a legal or business purpose, in accordance with the training they have received on email retention.
- 3. Archived e-mail will be retained in accordance with the Corporate Records Retention Schedule.
- 4. E-mail subject to Legal Hold will be retained until such time as the hold notice is terminated. (See Legal Hold Policy)
- 5. Every effort will be made to comply with this policy, however, should email be produced in a legal proceeding after its destruction date has passed; it will not be considered a violation of this policy.

<sup>&</sup>lt;sup>1</sup> RISS will at least initially only perform automatic archiving of e-mails that are more than 90 days old once a month. This means that some e-mail created immediately after a monthly archiving could be 119 to 122 days old before it is archived the next month.

Date: 08/21/08 Page 2 of 2

# Retention of Electronic Mail

If you have any questions about this policy, please contact the Corporate Law Department.

# Penalties For Noncompliance

Failure to comply with this policy may result in disciplinary action, up to and including discharge.

Key Contact: Director, Compliance and Ethics

<u>Reference:</u> Local Area Networks and Wide Area Networks, Confidentiality, Computer Network Security, Remote Network Dial-In Access, Electronic Communications, Legal Hold and Standards of Integrity Policies.

<u>Administrative Responsibility:</u> Executive Vice President, General Counsel, Corporate Secretary and Chief Compliance Officer

**Revision Date:** 11/17/05, 08/21/08

# E-Mail Monitoring Definitions

# E-Mail Verification

Verify personal identifier: SSN#, driver license number, Federal Tax Id #, Passport #, TITN #, or authorized webuser BP  **To identify the customer of record and protect consumer information  **To xId #, Passport #, TITN #, or authorized webuser BP  **If personal identifier is needed to complete the request, repadvises customer to return to the website and re-submit the request web information or reply to the email with the required information. Rep includes a link to the appropriate web page to resubmit the request.  **If you receive a My Account request, verify that the BP contacting us is an authorized BP on the account.  **Subsequent emails from the customer:**  If the customer is replying to the original request, Repassumes the first rep that responded correctly verified the personal identifier was not supplied to complete the request.  **Customers requesting to be added to Budget Payment Plandon or require a personal identifier request website and it includes the full Account Number and Address.  **Personal identifier requirements:**  **The full social security number is needed to perform a credit check. If another form of it is offered and can be verified theyed, we can accept last four of social security number along with either the Account Number ofton, then a deposit will be billed.  If a credit check is not needed, we can accept last four of social security number along with either the Account Number on or make them and addresses to another email address domain, do not need to supply us with a personal identifier to update the email addresses to another email address. This	Skill	Purpose	Definitions and Guidelines
is when the customer provides us with the correct email address and it is tied to an authorized BP or web user.	Verify personal identifier: SSN#, driver license number, Federal Tax Id #, Passport #, ITIN #, or authorized webuser BP	To identify the customer of record	Customer's original email:  Verify personal identifier as authorized party to release account information or make changes to the account. (Driver's license can be verified using Accurint. Once this is verified, add to the primary BP)  If personal identifier is needed to complete the request, rep advises customer to return to the website and re-submit the request with the required information or reply to the email with the requested information. Rep includes a link to the appropriate web page to resubmit the request.  If you receive a My Account request, verify that the BP contacting us is an authorized BP on the account.  Subsequent emails from the customer:  If the customer is replying to the original request, Rep assumes the first rep that responded correctly verified the personal identifier and does not require the customer to resubmit the request from the website unless the personal identifier was not supplied to complete the request.  Customers requesting to be added to Budget Payment Plan do not require a personal identifier if the request is submitted from the Corporate Website and it includes the full Account Number and Address.  Personal identifier requirements:  The full social security number is needed to perform a credit check. If another form of id is offered and can be verified through online tools, then a deposit will be billed.  If a credit check is not needed, we can accept last four of social security number along with either the Account Number OR Customer Service or Mailing Address.  Customers converting from insightbb.com email addresses to another email address domain, do not need to supply us with a personal identifier to update the email address. This is when the customer provides us with the correct email

Skill	Purpose	Definitions and Guidelines			
Masks sensitive Information	To provide privacy and security for our customers. Password is required for the customer to access the email when we fail to remove.	To achieve a "Yes" rating.  When replying to any email which provides a SSN #, Credit Card #, Banking info, Tax ID # in the email, mask this info by typing over the info with XXXX or delete it. "Changes pending response from Legal on masking on attachments"			
Offer Assistance through Website	Offer additional assistance, through our website and easy access.	To achieve a "Yes" rating.  Low effort by customer to access requested info. Supply the appropriate web links to locate additional information, resubmit request, and/or contact us again.  Supply correct link for account related questions.			
Greeting & Signature	Use proper greeting and signature based upon LG&E or KU and RSC or BSC.	To achieve a "Yes" rating. Greeting should recognize the company the customer contacted, your name, and the customer inquiry type.  Correct closing signature used RSC/BSC, your name, and appropriate tagline.			

# E-Mail Content

# Job Knowledge

Skill	Purpose	Definitions and Guidelines				
Provides Requested	To determine the purpose of the	To achieve a "Yes" rating.				
Information	contact. Ensure all customer needs					
(address all	are uncovered and the root of the	Identify the purpose of the contact. The needs/concerns of the				
questions)	customer's issue/problem is identified.	customer's are properly identified.				
Skill	Purpose	Definitions and Guidelines				
Responds Appropriately (complete & accurate)	Provides a resolution for the customer.	To achieve a "Yes" rating.  Provided accurate info: Billing info and payment options if open balance exists; IP terms and conditions; explain process of how to request an IP; explain programs such as, BBP, Auto Pay, Moves, Deposits, Service Orders, Energy Efficiency, Customer Programs, My Account, Website Info, Careers, Purchasing, Attachments, Paperless Billing, Outdoor Lights, etc.  All information provided to the customer is explained in full detail. The account is updated with the information provided to the customer.				
Skill	Purpose	Definitions and Guidelines				
Issues Correct Order	Verify the correct order type was issued.	To achieve a "Yes" rating.				
		Correct orders processed and/or correct action taken. This includes Moves, TOE, Service Orders, Safety Messages, etc.				
Skill	Purpose	Definitions and Guidelines				
UNIII	1 mposo	Definitions and Outdernies				
Provides Accurate	To provide the customer with	To achieve a "Yes" rating.				

		Including: past due balance & due date, New bills and due date, deposit billing, miscellaneous billing, tampering charges, high bill issues, pledges, account numbers when not given, etc.
Skill	Purpose	Definitions and Guidelines
Installment Plans/ Locks/Splits  To enter payment arrangements & locks to offer account extensions.		To achieve a "Yes" rating.  Anytime an extension is granted to the customer by the rep, rep would enter Installment Plan and/or necessary Locks when necessary.
Co. 111	T-5-	
Skill	Purpose	Definitions and Guidelines
Add contacts, block & copy email and attach to contact.	To provide access to all customer interaction virtually and provide data for transaction based survey.	An attempt should be made to locate the BP and/or CA to create a contact and attach original request and response or fax.
		To update the customer's account with a contact that includes an attachment of the original email and response or fax.
		DOS – Should reflect internal on the premise of the denial.  Verification of Information – Should be used when a personal identifier is needed to assist the customer
		Email Contact should reflect the following: CA#/brief description of matter;Customer Name;email address
:		Parked Documents: Please include parked document #, original date requested, and programs in the brief description.
Skill	Purpose	Definitions and Guidelines
Offers Payment	We want to educate our customers to	To achieve a "Yes" rating.
Options & Customer Programs	the services we provide. This will save our customer's time and company money.	The rep will offer the payment option links on all move-in requests and emails that reference balances due that are not on Auto Pay. References to all programs that customer requests on Parked Documents will be included. Reference will be made to programs when a customer requests a move out/in and makes no comment to continuing existing programs on new account.
:		Programs should be referenced that benefit the customer and his/her issue. Do not suggest programs if the customer is already enrolled.

account.

Account Maintenance	We want to update the account with all of the correct information.	To achieve a "Yes" rating. Update phone numbers, email addresses, link contract accounts, update BP relationships, add DL#, correct names (make all caps/remove special characters), make sure web-user's identifier is updated through change BP.
L		<u> </u>

# **Mechanics**

#### Communication Skills

Skill	Purpose	Definitions and Guidelines				
Appropriate Grammar and Usage	Provides clear communication, promotes a professional company image.	To achieve a "Yes" rating.  Email is free of grammatical errors and uses appropriate usage.				
Skill	Purpose	Definitions and Guidelines				
Punctuation	Provides clear communication, promotes a professional company image.	To achieve a "Yes" rating.  Correct use of punctuation in email communication.				
Skill	Purpose	Definitions and Guidelines				
Correct Spelling Provides clear communication, promotes a professional company image.		To achieve a "Yes" rating. All words are spelled correctly. Use of Spell Check				
Skill	Purpose	Definitions and Guidelines				
Refrains from Inappropriate Statements	Provide responses that are Customer & Company friendly.	<ul> <li>To achieve a "Yes" rating.</li> <li>The rep will refrain from statements that may be derogatory to the Customer or the Company</li> <li>Rep will refrain from using words that could be taken in poor context by the customer.</li> <li>Always be positive when talking about other departments.</li> <li>Avoid using Jargon. We understand electric or gas terminology, but the customers may not.</li> <li>Reminder: We must be especially careful with written communication, as customer will have a written document.</li> <li>Avoids excessive or inappropriate information, including use of templates when not needed.</li> </ul>				

Customer Experience
This section includes Customer Focus and Productivity. Beginning 3/1/2014, an agent will receive a score of zero in this section if non-customer related electronic communications occur while working on a customer inquiry. Distractions from non-work related activities can increase missed opportunities and decrease employee productivity. This ultimately results in a poor Customer Experience. This activity will be monitored through the use of screen capture in the call recording system during agent email handling.

Skill	Purpose	Definitions and Guidelines
Overall Customer Experience	Provide a good experience for the customer.	To achieve a "Yes" rating.  The agent enhanced the customer's experience by providing a positive interaction with respectful behavior (i.e. builds a positive rapport with effective communication and decision making skills)

Skill	Purpose	Definitions and Guidelines
First Contact Resolution	Resolve the customer inquiry completely and accurately within one email interaction	To achieve a "Yes" rating.  Customer inquiry was completed on first email or follow up was completed effectively, which resulted in no customer email back on the same issue.  On the 3 <sup>rd</sup> customer request on the same issue, the customer should be contacted by telephone and sent a follow up email thanking the customer for the time to discuss the matter and summarizing the outcome.

Skill	Purpose	Definitions and Guidelines
Shows Empathy/Concern	To show sensitivity to our customers.	To achieve a "Yes" rating.  The rep is sensitive to the customer's concern and reason for contacting us. Empathize without giving personal opinions and/or information. Create rapport and relate to information customer provides (i.e. wedding, birth of child, new customer, etc.).

Skill	Purpose	Definitions and Guidelines
Tone of E- Mail/Positive Wording	To ensure a friendly and courtesy experience.	To achieve a "Yes" rating.  The rep should use the appropriate tone to promote a friendly and courteous experience. The rep should never be condescending.

### Update to Email Monitoring effective December 1, 2014

- 1) SPAM emails If you linger on a SPAM email longer than the time necessary to identify that it needs to be wrapped, you will receive a section failure under Customer Experience. The reason behind this is because other customers are waiting to have their requests handled and we should not take time handling other things in ACW when this request needs to be wrapped and we need to move on to the next request.
- 2) Masking sensitive information If you fail to mask sensitive information in responding to the customer, this will result in a form failure. This means you will receive a score of 0% for the entire email. The reason behind this is it is a security breach to email this information outside of our organization. We are compromising the security of our customers' personal information. Please think of all the recent security breaches that have occurred (Target, Home Depot, etc.).
- 3) Failure to process the transaction requested (when the customer is authorized) will result in a form failure. This means you will receive a 0% for the email. This includes failure to process parked documents, create moves, creating IPs, entering the correct TOE/Work management request, creating service orders, failure to respond when a customer response is warranted, etc.
- 4) Failure to include safety messages when needed will also result in a form failure that leads to a 0% on the email.
- 5) Providing secure information to an unauthorized BP will result in a form failure that leads to a 0% on the email.
- 6) Handling non-account related online activities during a customer transaction or while in ACW will also result in a form failure that leads to a 0% on the email.

Also starting December 1<sup>st</sup>, Email Quality Scoring will include all residential, business and energy efficiency skills.

Our focus on changing the Email Quality Assurance program is in an effort to provide our Customers with the "BEST" Customer Experience we can.

#### 2/18/2010 - Updated Handling Customer Issues

### Team,

In the past, most complaints were forwarded to Customer Commitment by the email response team. The following changes will be effective immediately:

#### Complaints:

- If your customer is venting and no action is being requested, no response is necessary. Please copy the email and attach to the BP or Contract Account. Please wrap the email.
- If you receive a complaint and a response is required, please draft your response and forward to the Resident Expert mailbox.
- If you are uncertain if a response is required please forward to the Resident Expert to ask if a response necessary.

#### Supervisor requests/Telephone Contact:

If your email customer is requesting to speak with a supervisor, we will want to
follow the same chain of command used on calls. Please make an attempt to
assist the customer if possible. Please forward to the Resident Expert if the
customer is still requesting to speak to a supervisor after a response was sent.

Effective immediately, please begin attaching all emails to the Contact on the customer's account. This includes customer moves and any other items that come into the box.

Instructions for attaching a file are attached.

Please contact us if you have any questions.

Thanks for all your hard work!

#### 6/18/2009 - Handling Customer Issues

Team,

Please find an updated version to our team practices. The following changes will be effective immediately:

#### Complaints:

- If your customer is venting and you believe no action is being requested and no response is necessary, please forward to CCExpress.Admin@lge-ku.com in CCE for approval to wrap. If approved to wrap, please copy the email and attach it as a contact to the BP or Contract Account. Please wrap the email.
- If you receive a complaint and a response is required, please draft your response and forward to CCExpress.Admin@lge-ku.com in CCE for review.
- If you are uncertain if a response is required please forward to CCExpress.Admin@lge-ku.com in CCE for review.

### Supervisor requests/Telephone Contact:

- If your email customer is requesting to speak with a supervisor, we will follow
  the same chain of command used on calls. Please make an attempt to assist the
  customer if possible. Please forward to the Resident Expert if the customer is still
  requesting to speak to a supervisor after a response was sent.
- If the customer requests to speak with someone by telephone, we offer to assist by email and offer the appropriate toll free line and call center hours to speak with someone by telephone.

# **Multiple Responses**

• If the customer emails about the same issue more than twice, we should pick up the telephone and reach out to them to try to resolve the matter.

# Request Already Processed

• If the customer's request has already been processed through another communication channel, still summarize this request by email and attach to the account. This would include installment plans and terms, moves requests, etc.

# Requests that Require Research/Unable to Reach Customer

- If you must research the issue with IT or another department, respond to the customer and communicate that research is required to complete the request.
- If you must contact a customer by telephone and leave a message, close the request and place a good contact on the account. If needed, place in your checkwork to follow up with the customer.

Effective immediately, please begin attaching all emails to the Contact on the customer's account. This includes customer moves and any other items that come into the box.



Attaching an email to a Contac...

Instructions for attaching a file are attached.

Please contact us if you have any questions.

Thanks for all your hard work!

Andita

### Verification and Sole Proprietorship Emails

#### **Business Emails/Faxes:**

When processing a request for a sole proprietorship, the account must be set as with the BP reflecting the individual's name dba Company Name.

A sole proprietorship, also known as a sole trader or simply a proprietorship, is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business. The owner receives all profits (subject to taxation specific to the business) and has unlimited responsibility for all losses and debts. Every asset of the business is owned by the proprietor and all debts of the business are the proprietor's. This means that the owner has no less liability than if they were acting as an individual instead of as a business. It is a "sole" proprietorship in contrast with partnerships.

A sole proprietor may use a <u>trade name</u> or business name other than his or her legal name. In many jurisdictions there are rules to enable the true owner of a business name to be ascertained. In the United States there is generally a requirement to file a <u>doing business as</u> statement with the local authorities.

On establishing a new business BP, we must determine this information as well as a TID or ssn.

#### Residential Emails/Faxes:

To start new service we must have a social security number or driver's license number. If this information is not provided, then we must send the customer to the office to supply us with verification. Once this information has been received we can change the personal identifier to date of birth. We are unable to use date of birth to start new service, unless you are able to locate the social security number in Accurint after verifying the name and date of birth.

#### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

#### **Question No. 26**

Responding Witness: John P. Malloy

- Q-26. Please refer to the Testimony of Paul Thompson (hereafter referred to as Thompson Testimony) at Page 55, Lines 13-18. For each of the calendar years 2010 through 2014, provide a breakdown between LG&E and KU of the number of residential customers who have used My Account and number of online transactions through My Account.
- A-26. See the table below for a breakdown of the number of unique account logins and number of transactions through My Account.

	Residential Customers - My Account					
			Onl	<u>ine</u>		
	Unique A	Accounts	<u>Transa</u>	ctions		
_	KU	LG&E	KU	LG&E		
2010	96,346	126,519	304,577	420,956		
2011	136,081	166,331	475,174	618,902		
2012	169,281	167,122	572,073	668,693		
2013	158,350	178,904	583,885	703,122		
2014	174,036	190,775	667,108	787,074		

#### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

#### **Question No. 27**

#### Responding Witness: John P. Malloy

- Q-27. For each of the calendar years 2010 through 2014, provide a breakdown by zip code of the number of residential customers in Jefferson County who have used the online My Account service to engage in the described transactions. For each zip code, provide the following information
  - a) Number of customers who used My Account
  - b) Number of transactions
  - c) Breakdown of the number of transactions by type of transaction, e.g. bill payment, start/stop service, etc.
- A-27. Data as requested by zip code is not available.
  - a) See response to Question No. 26.
  - b-c) See the table below for a breakdown of the number of transactions and the number of transaction by type, by year.

My Account Transaction Types	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	2014
Automatic Bank Draft Transactions	3,262	5,385	7,089	8,922	9,126
Budget Payment Plan Transactions	22,486	23,595	9,150	12,205	13,778
Credit Transactions	1,664	-	1,774	4,666	4,623
Customer Inquiries	4,291	5,561	5,330	5,607	6,041
Energy Efficiency Transactions	970	3,596	1,898	2,980	3,214
Landlord Transactions	-	107	414	2,461	5,408
Low Income Contribution Transactions	-	-	1	14	15
Meter Reading Transactions	47	414	1,336	1,259	1,524
Move Transactions	41	20	13	11	25
My Account Registration Transactions	27,505	57,758	53,363	50,586	46,734
Outage Transactions	538	851	565	749	1,638
Paperless Billing Transactions	-	-	5,047	6,259	5,730
Payment Transactions	356,845	516,001	578,552	603,160	685,035
Updated Personal Information	3,307	5,614	4,161	4,243	4,183
Total	420,956	618,902	668,693	703,122	787,074

#### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

#### **Question No. 28**

Responding Witness: John P. Malloy

- Q-28. Please refer to the Testimony of Paul Thompson at Page 56, Lines 10 through 11.
  - a) Please break down the percentage of electronic payments between LG&E and KU for each year from 2007 through 2014 and provide the supporting calculations.
  - b) Please provide in Excel format the percentage of electronic payments by zip code in Jefferson County for each year from 2007 through 2014 and provide the supporting calculations.
- A-28. a) See table below for a breakdown of the percentage of electronic payments between LG&E and KU from 2007 through 2014.

	% LG&E	% KU
2007	57%	43%
2008	53%	47%
2009	53%	47%
2010	53%	47%
2011	53%	47%
2012	53%	47%
2013	52%	48%
2014	52%	48%

b) See attachment being provided in Excel format.

# Attachment in Excel

The attachment(s) provided in separate file(s) in Excel format.

#### CASE NO. 2014-00372

# Response to First Request for Information of Association of Community Ministries Dated January 8, 2015

#### **Question No. 29**

Responding Witness: John P. Malloy

- Q-29. Please refer to the Testimony of Paul Thompson at page 57, Lines 1 10. Please confirm that the 40% of non-outage calls refers to residential callers.
  - a) Please break down the 40% of non-outage calls per month that are fully contained within the IVR between LG&E and KU
  - b) Please provide in Excel format the percentage of non-outage calls that are fully contained within the IVR by zip code in Jefferson County and provide the supporting calculation.
- A-29. See the table below for a breakdown of the 40 % non-outage calls
  - a) Breakdown of 40% non-outage residential fully contained calls by month.

Month	LG&E	KU
	Number of Calls Fully Contained	Number of Calls Fully Contained
Jan-14	70,445	67,343
Feb-14	66,281	64,315
Mar-14	64,256	60,928
Apr-14	63,414	59,644
May-14	69,448	63,896
Jun-14	63,154	56,061
Jul-14	65,337	58,849
Aug-14	69,103	62,090
Sep-14	63,165	55,520
Oct-14	71,543	63,778
Nov-14	59,912	53,327
Dec-14	64,622	60,269

b) The Company does not have a business reason to obtain the requested customer information.