VERIFICATION

COMMONWEALTH OF KENTUCKY)) SS:) **COUNTY OF JEFFERSON**

The undersigned, John P. Malloy, being duly sworn, deposes and says that he is Vice President - Gas Distribution 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 apswers contained therein are true and correct to the best of his information, knowledge and belief,

John P. Malley

Subscribed and sworn to before me, a Notary Public in and before said County

and State, this 27th day of Sebuary 2017.

udy Schoole (SEAL)

My Commission Expires: JUDY SCHOOLER Notary Public, State at Large, KY My commission expires July 11, 2018 Notary ID # 512743

VERIFICATION

COMMONWEALTH OF KENTUCKY)) SS: COUNTY OF JEFFERSON)

The undersigned, **John K. Wolfe**, being duly sworn, deposes and says that he is Vice President - Electric Distribution 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 K. Wolfe

Subscribed and sworn to before me, a Notary Public in and before said County

and State, this <u>J-7th</u> day of <u>February</u> 2017.

Joury Schoole (SEAL)

My Commission Expires: JUDY SCHOOLER Notary Public, State at Large, KY My commission expires July 11, 2018 Notary ID # 512743

KENTUCKY UTILITIES COMPANY

CASE NO. 2016-00370

Supplemental Response to Second Request for Information of Lexington-Fayette Urban County Government Dated February 7, 2017

Question No. 2-30

Responding Witness: Counsel / John P. Malloy / John K. Wolfe

- Q-30. Please refer to KU's response to LFUCG 1-75.
 - a. Please provide a detailed breakdown of the actual \$45,910.80 costs, separated by project.
 - b. Provide copies of all invoices and other documentation to support the expenses identified in subparagraph (a) above.
 - c. Please explain whether and how KU has accounted for the project cost of \$45,910.80 for the purposes of ratemaking.

A-30. Original Response.

- a.-b. Objection. The requested information is irrelevant to the subject matter of this proceeding, namely setting new base rates for KU beginning July 1, 2017. All such cited expenses, to the extent any were chargeable to or incurred by KU, were below the line and were not included in test years used for setting rates. In addition, the forecasted test year in this proceeding includes no such expenses, which are below the line to the extent any are chargeable to or incurred by KU.
- c. Project costs were below the line and not included in ratemaking. See responses to parts (a) and (b).

February 24, 2017 Supplemental Response.

- a. Without wavier of the foregoing objection, see the attached documents. Note that the \$45,910.80 cost cited in the request is based on estimates provided to LFUCG, and is not a total of all actual invoices or costs incurred.
- b. Without waiver of the foregoing objection, the attached is all available documentation, purchase orders, and invoices for actual costs incurred. Attachment 1 contains documentation related to estimated costs of the LED lighting projects, and attachment 2 contains available invoices related to the projects. Note that the labor to install the LED lights varied from park to park, and complete invoicing for the actual net cost to install is not available. The work to install the LED lighting

was performed by a different entity for each of the three projects; LFUCG, KU personnel, and Wilhod (a KU contractor) all installed lights. Due to the differing entities involved, KU cannot state definitively the total of all installation costs incurred.

Triangle Park Lighting	4t	4th Quarter 2011				
Product	Quantity	Cost	Total			
EASMoE3F40A2CDKBZ GE Evolve Fixtures	9	\$700.00	\$6,300.00			
GE# ASSS14SD411DBOHA Poles	9	\$320.00	\$2,880.00			
(with low mount GFI receptacle)						
Misc. Hardware	TBD		\$200.00			
Operations Costs Include:						
Labor cost (approximation)			\$3,762.00			
Install 9 fixtures and 12' poles on concrete bases						
Excludes ditching, conduit and cable to feed the lights						
Excludes material costs						
Triangle Park Total (Approximate)			\$13,142.00			

Thoroughbred Park	3r	3rd Quarter 2011			
Product	Quantity	Cost	Total		
EAMMoH3F40A2CDKBZ GE Evolve Fixtures	11	\$900.00	\$9,900.00		
25' poles (Existing Poles to be used)	11	\$0.00	\$0.00		
Misc. Hardware					
	TBD		\$200.00		
Operations Costs Include:					
Labor cost (approximation)			\$1,507.00		
Remove 11ea"old" fixtures on existing poles					
Install 11ea "new" fixtures on existing poles					
Excludes material costs					
Thoroughbred Park Total (Approximate)			\$11,607.00		

Phoenix Park	15	1st Quarter 2014				
Product	Quantity	Cost	Total			
EPSToB541N2PBLCK GE Fixtures	18	\$500.00	\$9,000.00			
14' Round tapered aluminum poles	18	\$425.00	\$7,650.00			
Misc. Hardware	TBD		\$200.00			
Operations Costs Include:						
Labor cost (approximation)			\$4,311.80			
Install 20 anchor mounted lighting standards						
Remove 18 existing standards from foundation						
Install 20 fixtures on new standards						
Bore 4 existing concrete pedestals						
Phoenix Park Total (Approximate)			\$21,161.80			

Total for all 3 Lexington LED Projects

\$45,910.80

From: Sent: To: Cc: Subject: John Hebeler <JohnH@ELUS.COM> Friday, July 22, 2011 1:16 AM DiOrio, William Louise Salvina Triangle Park

Bill,

The quote for the poles came in...

GE# ASSS14SD411DBOHA @ \$290 each.

Thanks,

John Hebeler ELUS Company 513-702-2484 www.elus.com From: Sent: To: Subject: Evans, Keith <Keith.Evans@lge-ku.com> Friday, July 29, 2011 10:43 AM DiOrio, William LED Lighting

Bill

Here are the costs you requested.

Thoroughbred Park: Remove and install 11 fixtures on existing poles = Labor cost approximately \$1507.00. Excludes material costs

Triangle Park:

Install 9 fixtures and 12ft poles on concrete bases = Labor cost approximately \$3762.00 Excludes ditching, conduit and cable to feed the lights Excludes material costs

Keith

Keith Evans Kentucky Utilities Team Leader-Service & Maintenance Dept 500 Stone Road Lexington, KY 40503 859-367-4300 office 859-983-7760 Cell 502-217-2901 fax From: Sent: To: Subject: Attachments: Denning, Steve <Steve.Denning@lge-ku.com> Friday, February 17, 2017 10:39 AM Denning, Steve FW: LED Lexington Projects Lexington LED data.xlsx

From: Denning, Steve
Sent: Thursday, July 24, 2014 2:33 PM
To: Wolfe, John <<u>John.Wolfe@lge-ku.com</u>>
Cc: Denning, Steve <<u>Steve.Denning@lge-ku.com</u>>
Subject: LED Lexington Projects

John –

I contacted Keith Evans reviewed and summarized his cost sheets into one document. A couple of points to understand.

- All assets will be given back to LFUCG (Lexington Fayette Urban County Government) after one year.
- Only one project was metered, paper work on meter readings is being sought.
- All cost with GE were negotiated with ELUS, a distributor for GE LED light fixtures for these trials only.
- Configurations of styles, construction methods and units varied per chosen site and could vary considerably in Louisville till scope is well defined.

Approximate cost in Lexington 46k spread over three sites.

Action item: I am seeking current pricing on LED fixtures: overhead cobra, decorative and shoe box types as well, approximate cost.

Steve

Thoroughbred Park Lighting			
Product	Quantity	Cost	Total
EAMM0H3F40A2CDKBZ GE Evolve Fixtures	11	\$900.00	\$9,900.00
25' poles (Existing Poles to be used)	11	\$0.00	\$0.00
Misc. Hardware	TBD		\$200.00
Operations Costs Include:			
Labor cost (approximation)			\$1,507.00
Remove 11ea"old" fixtures on existing poles		i	
Install 11ea "new" fixtures on existing poles			
Excludes material costs			
Thoroughbred Park Total (Approximate)			\$11,607.00

Triangle Park Lighting			
Product	Quantity	Cost	Total
EASM0E3F40A2CDKBZ GE Evolve Fixtures	9	\$700.00	\$6,300.00
ASSS14SD411DBOHA GE Poles	9	\$320.00	\$2,880.00
(with low mount GFI receptacle)			
Misc. Hardware	TBD		\$200.00
Operations Costs Include:			
Labor cost (approximation)			\$3,762.00
Install 9 fixtures and 12' poles on concrete bases			
Excludes ditching, conduit and cable to feed the lights			
Excludes material costs			
Triangle Park Total (Approximate)			\$13,142.00

From: Louise Salvina [mailto:louises@ELUS.COM] Sent: Wednesday, June 05, 2013 3:47 PM To: DiOrio, William Cc: Jason Klingman Subject: FW: Phoenix Park Project - GELS Quote

Hello Bill

Per your conversation with Jason, attached is a recommended design, as well as product cutsheet, by GE Lighting.

Based on the attached, following are the factory recommendations.

Fixture: Pole:

18 - EPST0B541N2PBLCK 18- Steel Pole ARTS143S5.011ABL (4-BOLT ¾" X 8.0" BOLT CIRCLE)

Following is GE Lighting Solutions quote # Q54095 -

GE LIGHTING SOLUTIONS LLC	Quote Number	Q54095
3010 SPARTANBURG HIGHWAY EAST FLAT ROCK,NC 28726 UNITED STATES	Quote Date Print Date	06/05/13 06/05/13
	Expire Date	07/04/13

Quoted To :		
LOUISVILLE		
GAS ELEC CO		
PO BOX 32020		
LOUISVILLE	KY	40232
UNITED		
STATES		

From : Louise Salvina – ELUS Company Phone : 513-489-7633 Fax : 513-489-7872 Email : <u>louises@elus.com</u>

ProjectPHOENIX PARK, KYSalespersonLouise Salvina

Lr	<u>Cat Number</u>	<u>Item</u> Number	<u>UM</u>	<u>Qty</u>	Price	<u>Extended</u> price
1	EPST0B541N2PBLCK EPST PACKED CAT	191917	EA	18.0	500.00	9,000.00
Le	ad Time is 28 days					
2 Le	ARTS143S5.011ABL 0VI ad Time is 42 days	810644	EA	18.0	725.00	13,050.00
	Quote Total:				22,050.00	

Poles and /or brackets must be released for immediate shipment no later than 30 days from quote issuance. THIS PRICE DOES NOT INCLUDE PRESHIPMENT OF A/BOLTS WILL REQUIRE REQUOTE AND ADDITIONAL FEE FOR THIS SERVICE. NO EXCEPTIONS. ANY CHANGE IN QTY REQUIRES REQUOTE.

The following T&C apply:

Net 30 Days FOB factory, freight allowed on orders over \$3,000 Quote Expiration: 7/4/13

Leadtime estimate, as noted above, is subject to reconfirmation at order entry.

If you have any questions, please let me know.

Thanks,

Louise Salvina



Street Light Invoice

Wilhod, Inc.		Bill To:	Kentucky Utilities
304 Branwood Lan	e		500 Stone Road
Nicholasville, KY 4	0356		Lexington, KY 40503
	Invoice Number: 201	40041	
Invoice Date:	2/24/2014	CPA Number:	553936
Work Request No:		Payment Terms:	On Receipt
Job Type:	Repair/Rep Def St Lighting (Cap)	Project Number:	117518
Job Description:	PHOENIX PARK - REMOVED STREET LIGHTS	LIGHTS AND REPLAC	CED WITH NEW LED

Units Used Information

Line Number	Unit Description	Unit Type	Price	Quantity	Total Per Unit
24.0	Install anchor mounted 8 ft to 16 ft lighting standard on concrete base.ng height. (Includes installation of 8' ground rod and attachment to pole when required)	each		20	
28.0	Remove anchor mounted 8 ft to 16 ft lighting standard from existing foundation	each		18	
46.0	Install / terminate post type street lighting fixture including lamp, PEC, wiring, and connections.	each		20	
130.0	Boring at an existing concrete pedestal	foot		4	

Total Per Invoice:

CONFIDENTIAL INFORMATION REDACTED

Attachment 2 to Supplemental Response to LFUCG-2 Question No. 30(b) Page 2 of 24 Malloy / Wolfe

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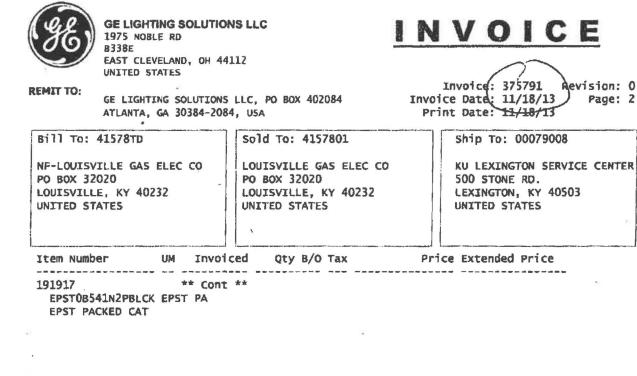
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Attachment 2 to Supplemental Response to LFUCG-2 Question No. 30(b) Page 3 of 24 Malloy / Wolfe **GE LIGHTING SOLUTIONS LLC** NVOICE 1975 NOBLE RD **B338E** EAST CLEVELAND, OH 44112 Suppleir # 73/8/ UNITED STATES Invoice 375791 Revision: 0 **REMIT TO:** GE LIGHTING SOLUTIONS LLC, PO BOX 402084 Invoice Date: 11/18/13 Page: 1 ATLANTA, GA 30384-2084, USA Print Date: 11/18/13 Bill To: 41578TD Sold To: 4157801 Ship To: 00079008 NF-LOUISVILLE GAS ELEC CO LOUISVILLE GAS ELEC CO KU LEXINGTON SERVICE CENTER PO BOX 32020 PO BOX 32020 500 STONE RD. LOUISVILLE, KY 40232 LOUISVILLE, KY 40232 LEXINGTON, KY 40503 UNITED STATES UNITED STATES UNITED STATES Ship Date: 11/18/13 Sales Order: S626963 Purchase Order (5585 Ship-To: 00079008 Order Date: 10/11/13 Salesperson(s): U10 Ship Via: STANDARD Bill of Lading: 1029636487 Credit Terms: NET 30 NET 30 DAYS Freight Charges: FOB SHIPPING POINT Resale: Remarks: Spec. Ship. Information: Carrier Account#: Customer contact: LOUISE SALVINA Contact Phone#: 513-489-7633 RECEIVED Contact E-mail: LOUISESGELUS.COM Requestor name: Louise Salvina Project: PHOENIX PARK NOV 2 5 2013 ALL AM9 UNITS REQUIRES SPECIAL PACKAGING. OPTICAL & BALLAST CARTONS NEED TO BE TAPED ACCOUNTS PAYABLE TOGETHER AS ONE UNIT. ********* UM Invoiced Qty 8/0 Tax Item Number Price Extended Price 191917 EA 18.0 0.0 Yes 500.00 9.000.00 · . . . 1.1 Terms of Sale: The purchase and sale of products covered by this Invoice Is subject to the written agreement executed by the parties. If the parties have not executed a written agreement, then GE Lighting Solutions, LLC's Standard Terms and Conditions (the "Standard Terms") shall apply to this transaction, and acceptance of delivery of, and/or full or partial payment for, products identified on this invoice shall constitute acceptance of the Standard Terms, which are incorporated in this invoice as if fully rewritten herein. If you require a copy of the Standard Terms and Conditions, please contact your Lighting Solutions, LLC representative or call the telephone number above to obtain a copy. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY GE LIGHTING SOLUTIONS, LLC, GE LIGHTING SOLUTIONS, LLC HEREBY OBJECTS TO AND REJECTS PURCHASER'S PURCHASE ORDER TERMS AND CONDITIONS AND ANY DOCUMENT WITH TERMS AND CONDITIONS INCONSISTENT WITH DR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS INVOICE, WHETHER OR NOT MATERIALLY DIFFERENT THEREFROM, AND SUCH INCONSISTENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON GE LIGHTING SOLUTIONS. LLC.

Attachment 2 to Supplemental Response to LFUCG-2 Question No. 30(b) Page 4 of 24 Malloy / Wolfe



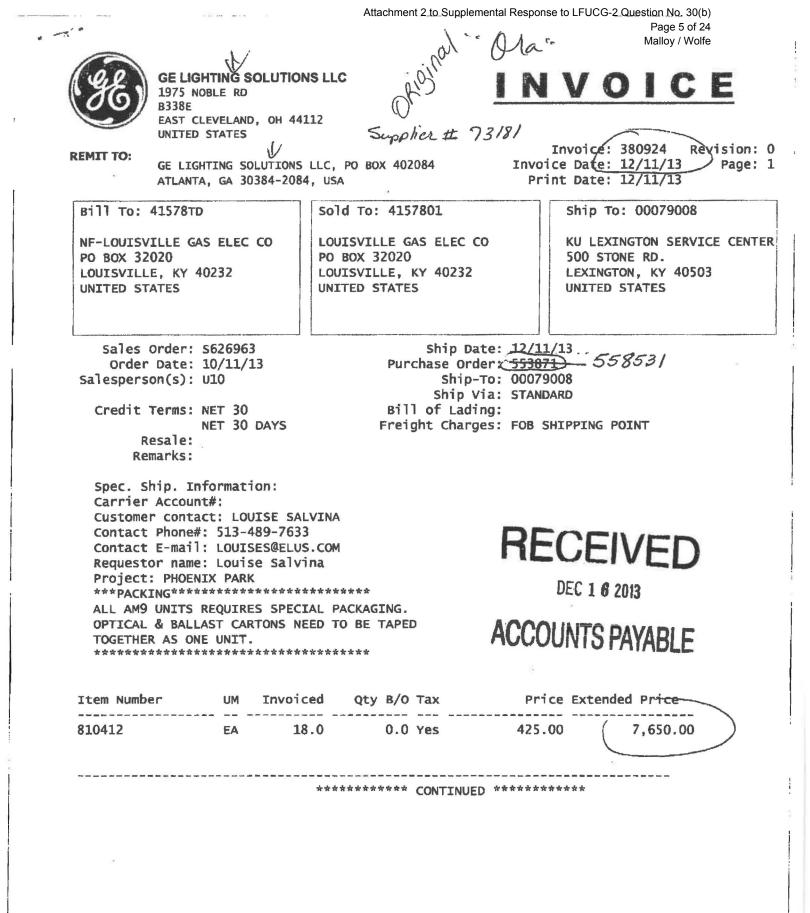
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NOV 2 5 2013

ACCOUNTS PAYABLE

	TOTAL # of pallets: # of boxes :	0
	# of lbs :	0.00
Non-Taxable: 0.00	Currency: USD Line Total:	9,000.00
Taxable: 9,000.00	0.00% Discount:	0.00
Tax Date: 11/18/13	SERVICE & HANDLING 10 :	0,00
Containers: 0.00	Freight Signals 20 :	0.00
ine Charges: 0.00	BROKEN CASE CHARGE 30 ;	0.00
	Total Tax:	0.00
	Total:	< ^{9,000.00}

Terms of Sale: The purchase and sale of products covered by this invoice is subject to the written agreement executed by the parties. If the parties have not executed a written agreement, then GE Lighting Solutions, LLC's Standard Terms and Conditions (the "Standard Terms") shall apply to this transaction, and acceptance of delivery of, and/or full or partial payment for, products identified on this invoice shall constitute acceptance of the Standard Terms, which are incorporated in this invoice as if fully rewritten herein. If you require a copy of the Standard Terms and Conditions, please contact your Lighting Solutions, LLC representative or call the telephone number above to obtain a copy. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WITING BY GE LIGHTING SOLUTIONS, LLC representative or call the telephone number to AND REJECTS PURCHASER'S PURCHASER'S PURCHASE ORDER TERMS AND CONDITIONS OF THIS INVOICE, WHETHER ON NOT MATERIALLY DIFFERENT THEREFROM, AND SUCH INCONSISTENT OR ADDITIONAL TERMS SHALL NOT BE GINDING UPON GE LIGHTING SOLUTIONS. LLC.



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		Attachment 2 to Supplemer	tal Response to LI	FUCG-2 Question No. 30(b) Page 6 of 24 Malloy / Wolfe	
.ge	GE LIGHTING SOLUTION 1975 NOBLE RD B338E EAST CLEVELAND, OH 44 UNITED STATES		INV	OICE	
REMIT TO:	GE LIGHTING SOLUTIONS ATLANTA, GA 30384-2084		Invoice [oice: 380924 Revision Date: 12/11/13 Page Date: 12/11/13	
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Terms of Sale: The purchase and sale of products covered by this invoice is subject to the written agreement executed by the parties. If the parties have not executed a written agreement, then GE Lighting Solutions, LLC's Standard Terms and Conditions (the "Standard Terms") shall apply to this transaction, and acceptance of delivery of, and/or full or partial payment for, products identified on this invoice shall constitute acceptance of the Standard Terms, which are incorporated in this invoice as if fully rewritten herein. If you require a copy of the Standard Terms and Conditions, please contact your Lighting Solutions, LLC representative or call the telephone number above to obtain a copy. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY GE LIGHTING SOLUTIONS, LLC, GE LIGHTING SOLUTIONS, LLC HEREBY OBJECTS TO AND REJECTS PURCHASER'S PURCHASE ORDER TERMS AND CONDITIONS AND ANY DOCUMENT WITH TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS INVOICE, WHETHER OR NOT MATERIALLY DIFFERENT THEREFROM, AND SUCH INCONSISTENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON GE LIGHTING SOLUTIONS, LLC.

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REMIT TO:

GE LIGHTING SOLUTIONS LLC 1975 NOBLE RD B338E EAST CLEVELAND, OH 44112 UNITED STATES INVOICE

GE LIGHTING SOLUTIONS LLC, PO BOX 402084 ATLANTA, GA 30384-2084, USA

Sold To:

Invoice: 393240 Revision: 0 Invoice Date: 02/10/14 Page: 1 Print Date: 02/10/14

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NF-LOUISVILLE GAS ELEC CO PO BOX 32020 LOUISVILLE, KY 40232 UNITED STATES

Bill To: 41578TD

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LOUISVILLE GAS ELEC CO PO BOX 32020 LOUISVILLE, KY 40232 UNITED STATES Ship To: 00079008

KU LEXINGTON SERVICE CENTER 500 STONE RD. LEXINGTON, KY 40503 UNITED STATES

Sales Order: S642158 Order Date: 01/20/14 Salesperson(s): U10

Credit Terms: NET 30 NET 30 DAYS Resale: Remarks:

Ship Date: 02/10/14 Purchase Order: 559117 Ship-To: 00079008 Ship Via: STANDARD Bill of Lading: 0669040022 Freight Charges: FOB SHIPPING POINT

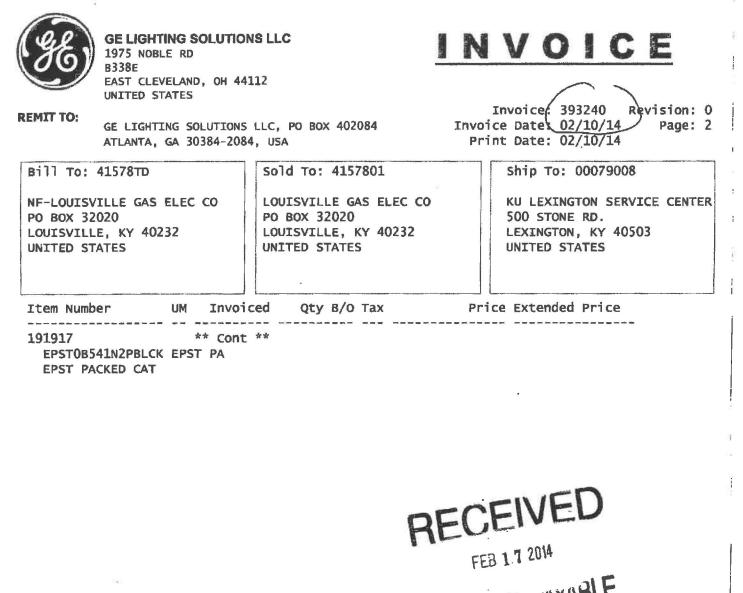
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FEB 1.7 2014

ACCOUNTS PAYABLE

Item Number	UM	Invoiced	Qty B/O	Тах	Price	Extended Price
191917	EA	2.0	0.0	Yes	500.00	1,000,00
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Terms of Sale: The purchase and sale of products covered by this invoice is subject to the written agreement executed by the parties. If the parties have not executed a written agreement, then GE Lighting Solutions, LLC's Standard Terms and Conditions (the "Standard Terms") shall apply to this transaction, and acceptance of delivery of, and/or full or partial payment for, products identified on this invoice shall constitute acceptance of the Standard Terms, which are incorporated in this invoice as if fully rewritten herein. If you require a copy of the Standard Terms and Conditions, please contact your Lighting Solutions, LLC representative or call the telephone number above to obtain a copy. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY GE LIGHTING SOLUTIONS, LLC, GE LIGHTING SOLUTIONS, LLC HEREBY OBJECTS TO AND REJECTS PURCHASER'S PURCHASE ORDER TERMS AND CONDITIONS AND ANY DOCUMENT WITH TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS INVOICE, WHETHER OR NOT MATERIALLY DIFFERENT THEREFROM, AND SUCH INCONSISTENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON GE LIGHTING SOLUTIONS. LLC.



ACCOUNTS PAYABLE

	TOTAL # of pallets:	0
	# of boxes :	0
	# of lbs :	0.00
Non-Taxable: 0.00	Currency: USD Line Total:	1,000.00
Taxable: 1,006.88	0.00% Discount:	0.00
Tax Date: 02/10/14	SERVICE & HANDLING 10 :	-> 6.88
Containers: 0.00	Freight Signals 20 :	0.00
Line Charges: 0.00	BROKEN CASE CHARGE 30 :	0.00
	Total Tax:	0.00
	Total:	1,006.88
		(

Terms of Sale: The purchase and sale of products covered by this Invoice is subject to the written agreement executed by the parties. If the parties have not executed a written agreement, then GE Lighting Solutions, LLC's Standard Terms and Conditions (the "Standard Terms") shall apply to this transaction, and acceptance of delivery of, and/or full or partial payment for, products Identified on this invoice shall constitute acceptance of the Standard Terms, which are incorporated in this invoice as if fully rewritten herein. If you require a copy of the Standard Terms and Conditions, please contact your Lighting Solutions, LLC representative or call the telephone number above to obtain a copy. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY GE LIGHTING SOLUTIONS, LLC, GE LIGHTING SOLUTIONS, LLC HEREBY OBJECTS TO AND REJECTS PURCHASER'S PURCHASE ORDER TERMS AND CONDITIONS AND ANY DOCUMENT WITH TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS INVOICE, WHETHER OR NOT MATERIALLY DIFFERENT THEREFROM, AND SUCH INCONSISTENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON GELIGHTING SOLUTIONS. LLC.

Attachment 2 to Supplemental Response to LFUCG-2 Question No. 30(b)

Supplier II 73/8/

Page 10 of 24 Malloy / Wolfe

REMIT TO:

GE LIGHTING SOLUTIONS LLC 1975 NOBLE RD B338E EAST CLEVELAND, OH 44112 UNITED STATES

ATLANTA, GA 30384-2084, USA

GE LIGHTING SOLUTIONS LLC, PO BOX 402084

ANG

Invoice: 397133 Revision: 1 Invoice Date: 03/03/14 Page: 1 Print Date: 03/04/14

Ship To: 00079008

INVOICE

Bill To: 41578TD

NF-LOUISVILLE GAS ELEC CO PO BOX 32020 LOUISVILLE, KY 40232 UNITED STATES LOUISVILLE GAS ELEC CO PO BOX 32020 LOUISVILLE, KY 40232 UNITED STATES

Sold To: 4157801

KU LEXINGTON SERVICE CENTER 500 STONE RD. LEXINGTON, KY 40503 UNITED STATES

Sales Order: S642158 Order Date: 01/20/14 Salesperson(s): U10

Credit Terms: NET 30 NET 30 DAYS Résale: Remarks:

Ship Date: 02/26/14 Purchase Order: 559117 Ship-To: 00079008 Ship Via: STANDARD Bill of Lading: Freight Charges: FOB SHIPPING POINT

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MAR 1 0 2014

ACCOUNTS PAYABLE

Item Number	UM	Invoiced	Qty B/O	тах	Price E	xtended	Price	
810412	EA	2.0	0.0	Yes	425.00	\langle	850.00	Jova-3

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Terms of Sale: The purchase and sale of products covered by this involce is subject to the written agreement executed by the parties. If the parties have not executed a written agreement, then GE Lighting Solutions, LLC's Standard Terms and Conditions (the "Standard Terms") shall apply to this transaction, and acceptance of delivery of, and/or full or partial payment for, products identified on this invoice shall constitute acceptance of the Standard Terms, which are incorporated in this invoice as if fully rewritten herein. If you require a copy of the Standard Terms and Conditions, please contact your Lighting Solutions, LLC representative or call the telephone number above to obtain a copy. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY GE LIGHTING SOLUTIONS, LLC, GE LIGHTING SOLUTIONS, LLC HEREBY OBJECTS TO AND REJECTS PURCHASER'S PURCHASE ORDER TERMS AND CONDITIONS AND ANY DOCUMENT WITH TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS INVOICE, WHETHER OR NOT MATERIALLY DIFFERENT THEREFROM, AND SUCH INCONSISTENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON GE LIGHTING SOLUTIONS, LLC.

Attachment 2 to Supplemental Response to LFUCG-2 Question No. 30(b) Page 11 of 24 Malloy / Wolfe



GE LIGHTING SOLUTIONS LLC 1975 NOBLE RD B338E EAST CLEVELAND, OH 44112

UNITED STATES

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REMIT TO: GE LIGHTING SOLUTIONS LLC, PO BOX 402084 ATLANTA, GA 30384-2084, USA Invoice: 397133 Revision: 1 Invoice Date: 03/03/14 Page: 2

INVOICE

Print Date: 03/04/14

ві]] то: 41578тр	Sold To: 4157801	Ship To: 00079008
NF-LOUISVILLE GAS ELEC CO PO BOX 32020 LOUISVILLE, KY 40232 UNITED STATES	LOUISVILLE GAS ELEC CO PO BOX 32020 LOUISVILLE, KY 40232 UNITED STATES	KU LEXINGTON SERVICE CENTER 500 STONE RD. LEXINGTON, KY 40503 UNITED STATES
Item Number UM Invoi	ced Qty B/O Tax Pr	ice Extended Price
810412 ** Cont	**	

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RECEIVED

MAR 1 0 2014

ACCOUNTS PAYABLE

1

	TOTAL # of pallets: # of boxes : # of lbs :	0 0 0.00
Non-Taxable: 0.00 Taxable: 850.24 Tax Date: 02/26/14 Containers: 0.00 Line Charges: 0.00	Currency: USD Line Total: 0.00% Discount: SERVICE & HANDLING 10 : Freight Signals 20 : BROKEN CASE CHARGE 30 : Total Tax: Total:	850.00 0.00 0.24 0.00 0.00 0.00 850.24

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GE LIGHTING SOLUTIONS LLC 1975 NOBLE RD B338E

EAST CLEVELAND, OH 44112 UNITED STATES

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REMIT TO: GE LIGHTING SOLUTIONS LLC, PO BOX 402084 ATLANTA, GA 30384-2084, USA Invoice 406220 Revision: 1 Invoice Date 04/14/14 Page: 1 Print Date: 04/14/14

Bill To: 41578TD

NF-LOUISVILLE GAS ELEC CO PO BOX 32020 LOUISVILLE, KY 40232 UNITED STATES LOUISVILLE GAS ELEC CO PO BOX 32020 LOUISVILLE, KY 40232 UNITED STATES

Sold To: 4157801

Ship To: 00079008

INVOICE

KU LEXINGTON SERVICE CENTER 500 STONE RD. LEXINGTON, KY 40503 UNITED STATES

Sales Order: S642158 Order Date: 01/20/14 Salesperson(s): U10

Credit Terms: NET 30 NET 30 DAYS Resale: Remarks:

Ship Date: 03/28/14 Purchase Order: 559117 Ship-To: 00079008 Ship Via: STANDARD Bill of Lading: Freight Charges: FOB SHIPPING POINT

> RECEIVED APR 2'8'2014 ACCOUNTS PAYABLE

Qty B/O Tax Price Extended Price UM Invoiced Item Number _____ 810412 EA 1.0 0.0 Yes 425.00 425.00

*********** CONTINUED **********

Terms of Sale: The purchase and sale of products covered by this invoice is subject to the written agreement executed by the parties. If the parties have not executed a written agreement, then GE Lighting Solutions, LLC's Standard Terms and Conditions (the "Standard Terms") shall apply to this transaction, and acceptance of delivery of, and/or full or partial payment for, products identified on this invoice shall constitute acceptance of the Standard Terms, which are incorporated in this invoice as if fully rewritten herein. If you require a copy of the Standard Terms and Conditions, please contact your Lighting Solutions, LLC representative or call the telephone number above to obtain a copy. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY GE LIGHTING SOLUTIONS, LLC, GE LIGHTING SOLUTIONS, LLC HEREBY OBJECTS TO AND REJECTS PURCHASER'S PURCHASE ORDER TERMS AND CONDITIONS AND ANY DOCUMENT WITH TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS INVOICE, WHETHER OR NOT MATERIALLY DIFFERENT THEREFROM, AND SUCH INCONSISTENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON GE LIGHTING SOLUTIONS. LLC.

Attachment 2 to Supplemental Response to LFUCG-2 Question No. 30(b) Page 13 of 24

Malloy / Wolfe



GE LIGHTING SOLUTIONS LLC 1975 NOBLE RD **B338E**

EAST CLEVELAND, OH 44112 UNITED STATES

REMIT TO: GE LIGHTING SOLUTIONS LLC, PO BOX 402084 ATLANTA, GA 30384-2084, USA

Invoice: 406220 Revision: 1 Invoice Date: 04/14/14 Page: 2 Print Date: 04/14/14

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Item Number UM Invoi 810412 ** Cont		rice Extended Price

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TOTAL # of pallets: 0 # of boxes : 0 # of 1bs 0.00 Non-Taxable: 0.00 Currency: USD Line Total: 425.00 Taxable: 425.12 0.00% Discount: 0.00 Tax Date: 03/28/14 SERVICE & HANDLING 10 : 0.12 -Containers: 0.00 Freight Signals 20 : 0.00 Line Charges: 0.00 BROKEN CASE CHARGE 30 : 0.00 Total Tax: 0.00 Total: 425.12

Terms of Sale: The purchase and sale of products covered by this invoice is subject to the written agreement executed by the parties. If the parties have not executed a written agreement, then GE Lighting Solutions, LLC's Standard Terms and Conditions (the "Standard Terms") shall apply to this transaction, and acceptance of delivery of, and/or full or partial payment for, products identified on this invoice shall constitute acceptance of the Standard Terms, which are incorporated in this invoice as if fully rewritten herein. If you require a copy of the Standard Terms and Conditions, please contact your tighting Solutions, LLC representative or call the telephone number above to obtain a copy. EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY GE LIGHTING SOLUTIONS, LLC, GE LIGHTING SOLUTIONS, LLC HEREBY OBJECTS TO AND REJECTS PURCHASER'S PURCHASE ORDER TERMS AND CONDITIONS AND ANY DOCUMENT WITH TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS INVOICE, WHETHER OR NOT MATERIALLY DIFFERENT THEREFROM, AND SUCH INCONSISTENT OR ADDITIONAL TERMS SHALL NOT BE BINDING UPON GE LIGHTING SOLUTIONS, LLC.

Street Light Invoice

Wilhod, Inc.		Bill To:	Kentucky Utilities
304 Branwood Lan	e		One Quality Street
Nicholasville, KY 4	0356		Lexington, KY 40507
	Invoice Number: 20	L10278	
Invoice Date:	10/24/2011	CPA Number:	437800
Work Request No:	135515	Payment Terms:	On Receipt
Job Type:	Install, Remove, or Upgrade St Li	Project Number:	STLT315
Job Description:	TRIANGLE PARK - LED LIGHTS INST	ALLATION	

Units Used Information

ine Number.	Unit Description	Unit Type	Price	Quantity	Total Per Unit
23.0	Install anchor mounted 8 ft to 16 ft lighting standard on concrete base.ng height. (Includes installation of 8' ground rod and attachment to pole when required)	each	\$85.00	8	\$680.00
47.0	Install / terminate bracket type street lighting fixture including lamp, PEC, wiring, and connections on street lighting standard.	each	\$65.00	8	\$520.00

Total Per Invoice: \$1,200.00

Cust ID	Invoice #	Description	Quan.	Unit Price	Line Total	PO Number
KU	00722768	EAMMOH3F40A2BBLCK Fixture Invoice Total	9	994.50	8,950.50 8,950.50	
KU	00722769	SUNTEC TRS-1 Photocontrol Invoice Total	11	32.60	358.60 358.60	
KU	00718608	GE EASM0E3F4OA2ABLCK Fixture Invoice Total	7	700.00	4,900.00 4,900.00	514761
KU	00719496	TRS-2 Photocontrol LED Invoice Total	9	32.60	293.40 293.40	515815
KU	00731729	GE ASSS12SD411BL Pole Invoice Total	9	320.00	2,880.00 2,880.00	514761

Attachment 2 to Supplemental Response to LFUCG-2 Question No. 30(b) Page 16 of 24 Malloy / Wolfe

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GE LIGHTING SOLUTIONS PACKING LIST

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Ent. Item No/Description/Serial No Bin	Units Qty. Ordered	Qty. Shipped Qt	y, Backordered
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Attachment 2 to Supplemental Response to LFUCG-2 Question No. 30(b) Page 19 of 24 Malloy / Wolfe

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Attachment 2 to Supplemental Response to LFUCG-2 Question No. 30	(b)
Page 20 of	24
Malloy / Wo	olfe

Supplier BROWNSTOWN ELECTRIC SU Site PX-BROWNSTOWN Contact SOMMERS, JOYCE Stap-To KLX Buyer Pickard, Tina Rae Status Approved USD Description KLX order - per Keith Evans (contact B. Alsop) Total 1,027.45 I Price Reference Reference Documents More Agreement		Rev 53182		0		tandard Purchase Ord			2012 14:18:57	
Buyer Pickard, Tina Rae Status Approved Description KLX order - per Keith Evans (contact B. Alsop) Picard Num Type Item Rev Category Description UOM Quaptity Price Promised 1 GOODS T D MATERIALS Fixture, LED, Evolve EACH1 32.7 04-SEP-2012 23 .			ANSI UWN ELI	CIRIC SU			ananananan 🗸	and person in the second se	IERS, JUTCE	-85
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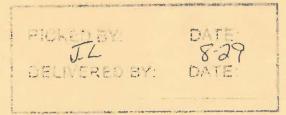
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			Attachment 2	to Supplemental Resp	onse to LFUCG-2 Qu	estion No. 30(b) Page 22 of 24
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	00762389 08/28/12 BR0001	09/04/12	******* 531827 REPLACEME	BESCO TRUCK NT	1 of 1
	000001 Ship To: KENTUCKY UTILITIES COMPANY OPERATIONS CENTER 500 STONE ROAD LEXINGTON KY 40503	C/O AC 820 WE PO BOX	KY UTILITIES COMP COUNTS PAYABLE DE ST BROADWAY 32020 ILLE KY 40232		
6	Ent. Item No/Description/Serial No	Bin Units	Qty. Ordered	Qty. Shipped Q	ty. Backordered
	001 TRS-2 Photocontrol, 105-305 VAC LED, Long Life (20 yr), 40,000A MOV, Hermetic Glass & Metal Enclosure SUNTECH	5-8A EA Requested Ship Date:	1.0000 09/04/12	1	
	MATERIAL SHIPPED AT NO CHARGE BILLED OFF SO# 759327 BR0001 8-8-12 SENT FPN1038-1 IN ERROR THX KA				
	002 ***********************************	Requested Ship Date:	1.0000 09/04/12		

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Sh	p-To KL)	(Bill-To Ker	ntucky Utilities	100	Curren	er USD		
Б	ayer Pic	kard, Tina R	ae		Status App	proved		To	7,780.00		I U
Destrip	obidin Tria	ngle Park -	Lexington - LE	D Lig	ht project - 13551	5					
P.	Card				ALC: NO						
Lines	Par	e Reference	Reference Doc	ument	ls More	Agreement					
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Num	Туре	ltem		Rev	Category	Description	UOM Qua		Price	Promised	Ц.
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2	GOODS			-		Pole, Handhole at O	I DE REAL PROPERTY AND ADDRESS OF TAXABLE	4	20	10-OCT-2011 23	Ŀ
3	GOODS				COMMON.HARD	Hixture, LED	EACH 2	0	ر مرب میں میں میں میں انہ	10-OCT-2011 23	:
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ltem		11.	Fixture, LED	6	1.1.1	120000		1		Per Parton	
			Cat	alog	Cur	rency	Terms		Shipments	-opprov	1
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