

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC INVESTIGATION OF)	
LOUISVILLE GAS AND ELECTRIC COMPANY)	CASE NO. 2023-00422
AND KENTUCKY UTILITIES COMPANY)	
SERVICE RELATED TO WINTER STORM)	
ELLIOTT)	

RESPONSE OF
LOUISVILLE GAS AND ELECTRIC COMPANY
AND
KENTUCKY UTILITIES COMPANY
TO
THE COMMISSION STAFF'S POST-HEARING REQUEST FOR
INFORMATION
DATED JUNE 6, 2024

FILED: July 8, 2024

VERIFICATION

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JEFFERSON)

Rt

The undersigned, **Stuart A. Wilson**, being duly sworn, deposes and says that he is Director, Energy Planning, Analysis & Forecasting for LG&E and KU Services Company, 220 West Main Street, Louisville, KY 40202, 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.

Stuart A. Wilson

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 3rd day of July 2024.

Notary Public

Notary Public ID No. KYNP63286

My Commission Expires:

January 22, 2027



**LOUISVILLE GAS AND ELECTRIC COMPANY
AND
KENTUCKY UTILITIES COMPANY**

**Response to Commission Staff's Post-Hearing Request for Information
Dated June 6, 2024**

Case No. 2023-00422

Question No. 1

Responding Witness: Lonnie E. Bellar / Stuart A. Wilson

Q-1. Refer to LG&E/KU's response to Commission Staff's First Request for Information (Staff's First Request), Item 20. State whether the study being conducted with Texas Gas Transmission regarding the potential costs and benefits of additional alternatives for supporting system reliability has been completed. If the study has been completed, provide a copy of the study. If the study has not been concluded, provide the date on which LG&E/KU expects the study to be completed, and provide the copy within ten days of completion.

A-1. To clarify, the Companies are not conducting the study with Texas Gas Transmission, though Texas Gas Transmission is providing useful data and input.

The referenced study has not been completed. The Companies now expect the study to be completed later this year. The Companies will provide a copy of the study in this proceeding within ten days of completion.

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Question No. 2

Responding Witness: Lonnie E. Bellar / Charles R. Schram

- Q-2. Refer to Staff's First Request, Item 36. Explain how much energy was not delivered as a result of PJM curtailing deliveries from Ohio Valley Electric Corporation (OVEC) to LG&E/KU on December 24, 2022.
- A-2. PJM curtailed a total of 358 MWh over a seven-hour period (hours ending 06:00 through 12:00) on December 24, 2022. The hourly curtailments ranged from 8 MW in the hour ending 06:00 to 88 MW in the hour ending 08:00.

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Question No. 3

Responding Witness: Lonnie E. Bellar / Charles R. Schram

- Q-3. Refer to LG&E/KU's response to Staff's First Request, Item 49b. Explain what the demand was for each of the three customers out of compliance with the Curtailable Service Rider-2 (CSR-2) one hour prior to the start of the December 23, 2022, physical curtailment.
- a. Had the three customers complied on the CSR-2 on December 23, 2022, explain what the approximate kVA reduction expected from each of the three customers would have been.
 - b. Had the two customers complied with the CRS-2 on December 24, 2022, explain what the approximate kVA reduction would have been.
 - c. Provide a detailed explanation stating what caused each customer to be out of compliance with CSR-2 on December 23 and 24, 2022.
- A-3. The demand for each of the three customers out of compliance with the Curtailable Service Rider-2 ("CSR-2") one hour prior to the start of the December 23, 2022, physical curtailment was 7,967 kVA, 35,662 kVA, and 7,955 kVA.
- a. Had the three CSR-2 customers complied on December 23, 2022, the Companies would have seen an additional reduction of 1.2 MVA in total. Specifically, 192 kVA + 787 kVA + 176 kVA was not met per their CSR contracts. The three customers did curtail a total of an estimated 38 MVA (4.3 MVA + 28.9 MVA + 4.8 MVA) during the physical curtailment on December 23, 2022.
 - b. Had the two CSR-2 customers complied on December 24, 2022, the Companies would have seen an additional reduction of 283 kVA in total. Specifically, 104 kVA + 179 kVA was not met per CSR contracts.
 - c. Each out-of-compliance customer did eventually complete its required load reduction. These customers did not disclose to the Companies their reasons for failing to meet their contract requirements at all relevant times.

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Question No. 4

Responding Witness: Lonnie E. Bellar

- Q-4. Refer to LG&E/KU's response to Staff's First Request, Item 85, Attachment After Action Review.
- a. State what LG&E/KU's policy is for notifying the public of extreme weather events. Include as part of the answer what information, if any, LG&E/KU provides customers regarding energy conservation for weather events such as Winter Storm Elliott.
 - b. State whether LG&E/KU updated its policies for notifying the public after Winter Storm Elliott. Include as part of the answer all changes made to LG&E/KU's policies for such public notices.
- A-4.
- a. The Companies have formalized their procedures to communicate with all customers during emergency events such as Winter Storm Elliott. See the attached Customer Experience Energy Conservation Procedure for the information the Companies will provide customers regarding energy conservation for weather events such as Winter Storm Elliott and the means by which the Companies plan to provide it.
 - b. The changes included formalizing LG&E/KU procedures after Winter Storm Elliott. Prior to this storm the Companies had been proactively informing customers of ways to conserve energy with public postings and news statements. CSR customers also had been verbally communicated with through the CSR events of the constraints and how we would release them of CSR-2 calls as soon as possible.

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Question No. 5

Responding Witness: Lonnie E. Bellar

- Q-5. Refer to LG&E/KU's response to Staff's First Request, Item 85, Attachment After Action Review.
- a. Provide a detailed explanation of LG&E/KU's statement regarding a BA/BA agreement with MISO. Include as part of the answer all reasoning provided by MISO in determining that it would not sell energy to LG&E/KU.
 - b. Provide a detailed explanation of any follow-up conversations that occurred within LG&E/KU during and/or after Winter Storm Elliott regarding the lack of a BA/BA agreement.
 - c. State whether LG&E/KU has pursued, or is pursuing, a Balancing Authority (BA) to BA agreement with MISO or any other RTO. Include as part of your answer the status of any ongoing discussions or negotiations for such a BA/BA agreement.
 - d. Provide the expected scope or parameters of what a potential BA/BA agreement with MISO or another RTO would entail.
 - e. Explain whether follow up occurred with Policy and Tariffs as described under "What Did Not Go Well," on page 2.
 - f. Explain whether LG&E/KU has updated its internal procedures to communicate with Key Accounts during emergency events such as Winter Storm Elliott.
 - g. Provide any copies of operating protocols for Key Accounts that LG&E/KU keeps as records related to emergency events.
- A-5.
- a. First, the cited statement does *not* mean that the Companies were unable to purchase any power from MISO during Winter Storm Elliott nor does it mean that the Companies lacked the appropriate tools to effectuate the

purchases. Indeed, the Companies could and did purchase power from MISO during Winter Storm Elliott, including on December 23, 2022, during the hours ending 23:00 and 24:00. (See the “Purchases” tab of the attachment to PSC 1-36.) The Companies also sold power to MISO between midnight and 5:00 a.m. on December 23, 2022. (See the “Sales” tab of the attachment to PSC 1-36.)

A BA/BA agreement is simply a reference to some form of agreement between MISO as a Balancing Authority and LG&E/KU as a Balancing Authority. These types of agreements may be designed to address coordination of operations and planning between balancing authority/transmission service provider areas or may be focused to address specific elements of coordination. There is no form of BA/BA agreement, and any such agreement would be developed through negotiation, which would determine both the scope and terms of any such agreement.

The potential development of a BA/BA agreement with MISO was suggested as a potential tool the Companies may find useful in conversations with both TVA and MISO during the Winter Storm Elliot, which is why it was included in the after-action review. More specifically, on December 23, 2022, as LG&E/KU was recovering from the rotational load shed event but still working to build contingency reserves, the LG&E/KU BA system operator was advised by both MISO and TVA that MISO had 100 MW available. Because the energy available was to be considered emergency energy, the TVA Reliability Coordinator operator had contacted the LG&E/KU BA system operator to advise them that reconfiguration had been completed making the 100 MW available from MISO. Arrangements for emergency energy are typically coordinated through both BAs and Reliability Coordinators to ensure the energy can flow. Emergency energy is then tagged as such because it gets treated differently for the purposes of curtailment priority.

As a part of the LG&E/KU implementation of independent functioning between marketing and transmission personnel, LG&E/KU BA system operators do not engage in transactions. As such, there was some conversation between TVA operator and the LG&E/KU BA system operator around the mechanisms by which the 100 MW could be purchased. Both a bilateral agreement and a BA/BA agreement were mentioned as options and the TVA operator suggested looking into entering into a BA/BA agreement in the future. Consistent with the Companies’ approach to the standards of conduct, the LG&E/KU BA system operator reached out to LG&E/KU generation dispatch and trading personnel to provide the appropriate MISO contact information to arrange for the purchase of the emergency energy from MISO.

LG&E/KU generation dispatch and trading were already engaged in and able to purchase energy from MISO via standard electronic processes as described above. However, while LG&E/KU generation dispatch and trading personnel were discussing a transmission tag cut with MISO, the MISO operator mentioned that an energy purchase could be made without transmission if it was emergency energy. LG&E/KU had already arranged for adequate purchases from outside of MISO at the time and did not proceed with attempting to purchase emergency energy. The MISO operator then subsequently called LG&E/KU generation dispatch and trading and advised that a purchase of emergency energy without transmission was only possible if MISO and LG&E/KU had a BA/BA agreement.

While LG&E/KU could and did purchase energy from MISO during Winter Storm Elliott, the potential exploration of a BA/BA agreement was added to the after-action reviews to evaluate whether or not there is some kind of agreement MISO would be willing to enter into that may be useful in future events.

- b. Prior to Winter Storm Elliott, LG&E/KU had approached MISO about entering into a Joint Reliability Coordination Agreement (“JRCA”) similar to what LG&E/KU was developing with PJM Interconnection, LLC (“PJM”), which includes provisions addressing coordination of operations during emergency events. MISO was only willing to discuss the development of a joint planning agreement, which has not been completed to date. Following MISO’s statements during Winter Storm Elliott regarding the potential to purchase emergency energy without addressing transmission if a BA/BA agreement is in place, LG&E/KU discussed whether it made sense to attempt to re-engage with MISO on a JRCA-type agreement or just a BA/BA agreement. To assist in this discussion, the Companies reached out to MISO in early February 2023 to request a contact for the BA/BA agreement. Apparently due to some personnel changes at MISO, a draft BA/BA agreement was not provided by MISO until August 2023. This draft was significantly different from what LG&E/KU was expecting and does not appear to permit the purchase of emergency energy without demonstrated available transfer capability, and, as such, does not appear to afford any benefits over existing agreements that enable bilateral transactions with MISO. LG&E/KU is evaluating not only proposed revisions to the draft but also re-engaging on a JRCA-type agreement, however the need to evaluate the impact of several rulemaking proceedings at the Federal Energy Regulatory Commission (“FERC”) has caused the need to delay any attempt at JRCA negotiations.
- c. The Companies fully executed the JRCA with PJM in June 2023, which FERC accepted in August 2023 with an effective date of August 5, 2023. To date, no need for a BA/BA agreement in addition to the JRCA has been

identified with respect to PJM; however, the Companies will be re-engaging with PJM on revisions to the JRCA needed to accommodate requirements issued by FERC in Order No. 2023. As indicated in response to part (b), after reviewing the BA/BA agreement proposed by MISO, MISO's proposal did not appear to provide any benefit over existing arrangements. That said, LG&E/KU do intend to follow up on possibly developing a JRCA-type agreement with MISO. BA/BA arrangements for emergency energy will be included in these discussions.

The Companies would note that MISO has recently stated that its own resource adequacy is uncertain, with “a potential surplus of 1.1 GW to a deficit of 2.7 GW for the summer of PY 2025/26, depending on critical, yet uncertain, drivers such as the pace and quantity of new resource additions and projected resource retirements.”¹ MISO has further stated, “Resource Adequacy risks could grow over time across all seasons, absent increased new capacity additions and actions to delay capacity retirements.”² That does not mean the Companies will not pursue an arrangement with MISO, but it does suggest that neighboring systems, including MISO, are not necessarily a resource adequacy panacea.

- d. LG&E/KU's preference would be to have a JRCA with MISO that is similar in scope to the JRCA with PJM. However, the JRCA or any BA/BA agreement between MISO and LG&E/KU would be a negotiated agreement. As such, its scope and parameters would be dependent on which matters the parties could come to mutual agreement.
- e. The reference to Policy and Tariffs is to another group within the transmission department that assists in the development and management of regulatory agreements and tariff filings. The referenced follow-up did occur: the Policy and Tariffs group helped review the draft BA/BA agreement received from MISO and is also involved in developing JRCA-type agreements.
- f. LG&E/KU has created internal procedures to communicate with Key Accounts and all customers during energy conservation events, such as Winter Storm Elliott. See the Customer Experience Energy Conservation Procedure attached to the response to Question No. 4(a).
- g. See the Customer Experience Energy Conservation Procedure attached to the response to Question No. 4(a).

¹ OMS-MISO, “2024 OMS-MISO Survey Results” at 2 (June 20, 2024), available at <https://www.misoenergy.org/events/2024/oms-miso-survey-results-workshop---june-20-2024/>.

² *Id.*

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Question No. 6

Responding Witness: Lonnie E. Bellar

- Q-6. Refer to LG&E/KU's response to the Attorney General's First Request for Information, Item 2, Attachment, Winter Storm Elliott Events in the LG&E and KU Balancing Authority Area (BAA) December 23-24, 2022.
- a. Provide a detailed explanation of the Brown 8 Unit "controls alarm for emissions limitation hit at 10:51, which caused the derating it to 100 MW".
 - b. State whether LG&E/KU could have sought a waiver from the Department of Energy, or another agency, to operate the unit during Winter Storm Elliott. If LG&E/KU did not seek or consider seeking a waiver, then explain why not.
 - c. Provide an explanation of the process involved with seeking a waiver to operate an electrical unit during an emergency weather event beyond its emissions limitations.
- A-6.
- a. As heat input (fuel) into the unit increases, so does the temperature and NOx formation. The high input temperature alarm is in place to ensure that the inlet temperature does not exceed the temperature at which the unit reaches its NOx emission limit. This alarm came in on the date in question, and the unit was subsequently limited to 100 MW to keep the inlet temperature below the temperature corresponding to the NOx limit. The derate ended at 15:30 and did not contribute to the curtailment event.
 - b. Per the facility's Title V permit, the combustion turbines can operate on emergency distillate fuel oil if there is an emergency and the primary fuel, natural gas, is unavailable. A request for relief was not required due the unit's authorization under the Title V permit to operate on distilled fuel oil in an emergency event.
 - c. There is no process to seek a waiver to operate an electrical unit during an emergency weather event beyond its emissions limitations. Rather, when

an emission limitation is exceeded, notification must be provided to the Kentucky Division of Air Quality as promptly as possible. Initially, a phone call can be made and followed up in writing as soon as practical. The written notification should specify the name of the source, its location, the address and telephone number of the person responsible for the source, the nature and cause of the malfunctions, or unplanned shutdown, the date and time when the malfunction was first observed, the expected duration, the nature of the action to be taken to correct the malfunction, and an estimate of the physical and chemical composition, rate and concentration of the emission. After conclusion of the event, a source can request relief from compliance with an emission standard if the director determines the source request is adequately demonstrated based on the requirements under 401 KAR 50:055, Section 1(4). The director shall notify the owner of the determination made no later than sixty (60) days after the date that all information required by that section has been submitted.

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Question No. 7

Responding Witness: Charles R. Schram

Q-7. Refer to Charles Schram's testimony at the formal hearing on May 23, 2024. Identify all other utilities, RTOs, or other markets which LG&E/KU contacted in an attempt to purchase energy between December 22 and December 25, 2022.

A-7. LG&E/KU attempted to purchase energy from the following entities during the period:

December 22, 2022	No purchases required.
December 23, 2022	PJM, MISO, TVA, Southern Company, and SEEM.
December 24, 2022	PJM, MISO (all purchases successful as detailed in the Purchases worksheet in the attachment to the response to PSC 1-36)
December 25, 2022	No purchases required.

LG&E/KU used the PJM and MISO portals and protocols for RTO energy purchases by market participants, seeking energy from nodes PJM South and MISO/LGEE, respectively. Attempting to buy power from other areas in an RTO would not be practicable because the energy still must be delivered to the appropriate LG&E/KU interface with the RTO. For example, during the evening of December 23, some MISO LMPs were negative, presumably because wind power was strong in part of MISO but transmission congestion within MISO prevented moving that power to areas of demand.

Transactions with entities belonging to an RTO must be made with the RTO, not individual members. Therefore, LG&E/KU did not contact individual utilities that are members of an RTO.

For non-adjacent RTOs, those beyond MISO and PJM, efficient market transactions effectively eliminate opportunities to wheel power across the adjacent RTO. For example, considering that PJM was short of capacity to the point of curtailing exports, any power available in an area northeast of the PJM

footprint would result in efficient market transactions with power flowing into PJM at the requisite interface. Therefore, LG&E/KU did not attempt to buy energy from non-adjacent RTOs.

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Question No. 8

Responding Witness: Charles R. Schram

- Q-8. Refer to Charles Schram’s testimony at the hearing on May 23, 2024, at 7:24:00 PM.
- a. Provide all bids that were not met with a match and provide the reasoning for why those bids were not met, including being subject to Available Transfer Capability (ATC).
 - b. Provide a list of utilities that did not have the ATC to participate in the bidding process.
- A-8.
- a. See the table below for LG&E/KU SEEM bids. See the attachment being provided in a separate file for information from the SEEM Hourly Public Information Reports.

Date	Hour	Start Interval	End Interval	MW	Price	SEEM Status	Explanation
12/23/2022 0:00	11	10:30	10:45	100	\$200	Uncleared	No Offers
12/23/2022 0:00	18	17:30	17:45	200	\$200	Uncleared	No Offers
12/23/2022 0:00	18	17:45	18:00	200	\$200	Uncleared	No Offers
12/23/2022 0:00	20	19:45	20:00	100	\$800	Uncleared	No Offers
12/23/2022 0:00	21	20:00	20:15	100	\$800	Uncleared	Unspecified; bid was above avg clearing price
12/23/2022 0:00	21	20:15	20:30	100	\$800	Uncleared	Unspecified; bid was above avg clearing price
12/23/2022 0:00	21	20:30	20:45	100	\$800	Uncleared	Unspecified; bid was above avg clearing price
12/23/2022 0:00	23	22:00	22:15	100	\$200	Uncleared	No market matches
12/23/2022 0:00	23	22:15	22:30	100	\$200	Uncleared	No market matches
12/23/2022 0:00	23	22:30	22:45	100	\$200	Uncleared	No market matches
12/23/2022 0:00	23	22:45	23:00	100	\$200	Uncleared	No market matches

SEEM is not intended to serve resource adequacy needs or as a reliability backstop. SEEM is, in fact, designed to be less firm than non-firm. Specifically, SEEM uses as-available Non-firm Energy Exchange Transmission Service (“NFEETS”) that would otherwise go unused to facilitate short-term power transactions on a 15-minute basis. NFEETS has a curtailment priority that is less firm than non-firm service, meaning NFEETS is among the first to be curtailed should transmission

curtailments be necessary. In other words, NFEETS is the transmission service that remains available *after* firm and non-firm transmission service arrangements have been made. SEEM participants do not review available ATC before making bids or offers for power. The automated tools developed for SEEM determine the availability of NFEETS as an integral part of the system's matching process for bids and offers.

- b. SEEM does not provide this level of detail for individual utilities.

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Question No. 9

Responding Witness: Lonnie E. Bellar

- Q-9. Refer to LG&E/KU's response to the Attorney General's First Request for Information, Item 2, Attachment *Winter Storm Elliott Events in the LG&E and KU Balancing Authority Area (BAA) December 23-24, 2022*. Provide a chart detailing the energy shortfall for every hour LG&E/KU declared an Energy Emergency Alert (EEA) 2 or EEA-3 status.
- A-9. The only energy shortfall (defined as the lack of energy to meet load) occurred during the load shed period (from 5:59 pm to 10:11 pm EST on December 23, 2022). For the LG&E/KU load serving entity, during the load shed period, this shortfall was:

Hour Ending 18: 0.4 MWh
Hour Ending 19: 259 MWh
Hour Ending 20: 117 MWh
Hour Ending 21: 59 MWh
Hour Ending 22: 12 MWh
Hour Ending 23: 2 MWh

As a BA, LG&E/KU was also in an EEA 2 and EEA 3 for additional hours during the event due to a lack of adequate capacity available to meet reserve obligations. See the response to PSC 1-31.

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Question No. 10

Responding Witness: Lonnie E. Bellar

Q-10. Refer to Lonnie Bellar's Direct Testimony at the formal hearing on May 23, 2024, at 03:42:52 PM.

- a. Explain how customers on life support equipment, hospitals, and other priority list are made aware of where on LG&E/KU's priority list they were located in case of emergency load shedding procedures before an emergency.
- b. Explain how these priority customers know during an emergency if certain priority status is being considered for load shedding purposes.
- c. Explain whether priority list customers will be made aware of their positioning on the priority list pursuant to current operating procedures.

A-10.

- a. Beyond the Companies' publicly available tariff provisions, which are available at the Commission's and the Companies' websites, the Companies have not directly made customers aware of their specific position or priority in regard to the emergency load shed blocks the Companies have developed for use in emergencies.

Importantly, it is unclear how such notification would benefit customers, and it could have a detrimental effect if it led affected customers to believe their service would be essentially uninterruptible. Such an impression would be contrary to the explicit terms of the Companies' electric tariffs, each of which states, "Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption *but does not guarantee continuous service ...*"³ It would also be contrary to the longstanding curtailment provisions of the Companies' tariffs, which clearly contemplate that curtailments not in accordance with the stated

³ Kentucky Utilities Company, P.S.C. No. 20, Original Sheet No. 98.1; Louisville Gas and Electric Company, P.S.C. Electric No. 13, Original Sheet No. 98.1.

priority levels might be necessary *without* prior notice.⁴ Indeed, the Companies' electric tariffs have long stated that customers for whom continuous, uninterrupted service is of critical importance should consider onsite backup generation regardless of their curtailment priority: "Although, when practical, these types of uses will be given special consideration when implementing the manual load-shedding provisions of this program, any Customer may be affected by rotating or unplanned outages and should install emergency generation equipment if continuity of service is essential."⁵

- b. The Companies utilize the priority levels as outlined in their tariffs (Terms and Conditions – Energy Curtailment and Service Restoration Procedures) to develop emergency load shed blocks for use during emergencies. Priority customers may see how their priority classification is considered in the development of these load shed blocks based on the priority rankings detailed in the tariff (Terms and Conditions – Energy Curtailment and Service Restoration Procedures).
- c. Beyond the Companies' publicly available tariff provisions, which are available at the Commission's and the Companies' websites, the Companies have no current plans to notify priority customers of their position or standing in the emergency load shed blocks. See the response to part (a) above.

⁴ Kentucky Utilities Company, P.S.C. No. 20, Original Sheet No. 107; Louisville Gas and Electric Company, P.S.C. Electric No. 13, Original Sheet No. 107 ("Notwithstanding any provisions of these Energy Curtailment and Service Restoration Procedures, Company shall have the right to take whatever steps, with or without notice and without liability on Company's part, that Company believes necessary, in whatever order consistent with good utility practices and not on an unduly discriminatory basis, to preserve system integrity and to prevent the collapse of Company's electric system or interconnected electric network or to restore service following an outage."). KU has had an identical or essentially identical provision in its tariff since at least 1996 (Kentucky Utilities Company, P.S.C. No. 12, Original Sheet No. 31), and LG&E has had an identical or essentially identical provision in its tariff since at least 2007 (Louisville Gas and Electric Company, First Revision of P.S.C. Electric No. 6, Original Sheet No. 93).

⁵ Kentucky Utilities Company, P.S.C. No. 20, Original Sheet No. 107.1; Louisville Gas and Electric Company, P.S.C. Electric No. 13, Original Sheet No. 107.1.