

Standard Rate	CTAC
<b>Cable Television Attachment Charges</b>	
<b>APPLICABLE</b>	
In all territory served.	
<b>AVAILABILITY OF SERVICE</b>	
Where Company is willing to permit the attachments of cables, wires and appliances to its poles where, in Company's judgment, such attachments will not interfere with its electric service requirements and other prior licensees using Company's poles. Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement supplied by Company.	
<b>ATTACHMENT CHARGE</b>	
\$8.55 per year for each attachment to pole, subject to annual adjustment as provided below.	
<b>ATTACHMENT CHARGE ADJUSTMENT</b>	
The Attachment Charge stated above is subject to change by Company upon twenty (20) days' written notice to the Customer and the Public Service Commission. Such change will be either an upward or downward adjustment, when conditions arise which materially affect the investment in facilities, or a change in Company's costs to cover expense of operation, maintenance, depreciation, taxes, insurance and return on investment, in accordance with the Commission's allowance of such expenses and investments. A change in the Attachment Charge will not be made more often than once in any 12-month period and will apply to the next semi-annual billing period.	
<b>BILLING</b>	
Attachment Charges to be billed semi-annually based on the number of pole attachments being maintained on December 1 and June 1. Provided, however, that should the Agreement be terminated in accordance with the terms of the said Agreement, the Attachment Charges will be prorated to the date of such termination. Payment will be due within thirty (30) days from date of bill. Non-payment of bills shall constitute a default of the Agreement.	
<b>TERM OF AGREEMENT</b>	
The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provisions contained in the agreement. At any time thereafter, the Customer may terminate the agreement by giving not less than six (6) months' prior written notice. Upon termination of the agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.	
<b>TERMS AND CONDITIONS OF POLE ATTACHMENTS</b>	
Pole attachments shall be permitted in accordance with this Schedule. Company's Terms and Conditions shall be applicable, to the extent they are not in conflict with or inconsistent with, the special provisions of this Schedule.	
Upon written Agreement, Company is willing to permit, to the extent it may lawfully do so, the attachment of cables, wires and appliances to its poles by a cable television system operator, hereinafter "Customer," where, in its judgment, such use will not interfere with its electric service requirements and other prior licensees using Company's poles, including consideration of economy and safety, in accordance with this schedule approved by the Public Service Commission. The Terms and Conditions applicable to such service are as follows:	

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

<b>Standard Rate</b>	<b>CTAC</b>
<b>Cable Television Attachment Charges</b>	
<b>1. ATTACHMENT APPLICATIONS AND PERMITS</b>	
<p>Before making attachment to any pole or poles of Company, Customer shall make application and receive a permit therefore on a form to be supplied by Company. The information submitted by Customer with the application for a permit shall consist of drawings and associated descriptive matter which shall be adequate in all detail to enable Company to thoroughly check the proposed installation of Customer. Before the attachments are made, the permit must be approved by Company. Customer shall not build separate pole lines along existing facilities of Company and shall not place intermediate poles in spans of Company, unless authorized by Company in writing. Company shall have the right to remove unauthorized Customer attachments at Customer's expense after notice to Customer. In the event a pole attachment count does not correspond to the recorded attachment count, Customer will pay a back attachment fee for any excess attachments. The back attachment fee will be double the rate otherwise in effect over the time since last pole attachment count and shall be payable on demand.</p>	
<b>2. PERMITTED ATTACHMENTS</b>	
<p>Customer shall be permitted to make only one bolt attachment for one messenger on tangent poles and two bolt attachments for two messengers on corner poles. A maximum of five individual coaxial cables may be supported by any single messenger if these cables are all attached to the messenger by suitable lashings or bindings, and so that the maximum overall dimension of the resulting cable bundle does not exceed two (2) inches. Any messenger attachment other than to tangent poles must be properly braced with guys and anchors provided by Customer to the satisfaction of Company. The use of existing Company anchors for this purpose must be specifically authorized in writing, subject to additional charge, and will not ordinarily be permitted. The use of crossarms or brackets shall not be permitted. In addition to messenger attachments, Customer will be permitted one Customer amplifier installation per pole and four service drops to be tapped on cable messenger strand and not on pole. Customer power supply installations shall be permitted, but only at pole locations specifically approved by Company. Any or all of the above are considered one attachment for billing purposes. Any additional attachments desired by Customer will be considered on an individual basis by Company, and as a separate attachment application.</p>	
<b>3. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS</b>	
<p>Customer's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, current edition, and Company's construction practices, or any amendments or revisions of said Code and in compliance with any rules or orders now in effect or that hereinafter may be issued by the Public Service Commission of Kentucky, or other authority having jurisdiction. In the event any of Customer's construction does not meet any of the foregoing requirements, Customer will correct same in fifteen work days after written notification. Company may make corrections and bill Customer for total costs incurred, if not corrected by Customer.</p>	
<b>4. MAINTENANCE OF ATTACHMENTS</b>	
<p>Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Company and so as not to conflict with the use of said poles by Company, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working</p>	

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**Cable Television Attachment Charges**

use of facilities thereon or which may, from time to time, be placed thereon. Customer shall promptly at any time, at its own expense, upon written notice from Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by Company but in no case longer than 30 day after date of written request. In cases of emergency, however, Company may arrange to relocate, replace or renew the facilities placed on said poles by Customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of Company, or its other licensees, and Customer shall, on demand, reimburse Company for the expense thereby incurred.

**5. COSTS ASSOCIATED WITH ATTACHMENTS**

In the event that any pole or poles of Company to which Customer desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, Company will indicate on the application and permit form the changes necessary to provide adequate poles and the estimated cost thereof to Customer. If Customer still desires to make the attachments, Company will replace such inadequate poles with suitable poles and Customer will, on demand, reimburse Company for the total cost of pole replacement necessary to accommodate Customer attachments, less the salvage value of any pole that is removed, and the expense of transferring Company's facilities from the old to the new poles. Where Customer desired attachments can be accommodated on pre-sent poles of Company by rearranging Company's facilities thereon, Customer will compensate Company for the full expense incurred in completing such rearrangements, within ten days after receipt of Company's invoice for such expense. Customer will also, on demand, reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. In the event Customer makes an unauthorized attachment which necessitates rearrangements when discovered, then Customer shall pay on demand twice the expense incurred in completing such rearrangements.

**6. MAINTENANCE AND OPERATION OF COMPANY'S FACILITIES**

Company reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its electric service requirements, but in accordance with the specifications herein before referred to. Company shall not be liable to Customer for any interruption to service to Customer's subscribers or for interference with the operation of the cables, wires and appliances of Customer arising in any manner out of the use of Company's poles hereunder.

**7. FRANCHISES AND EASEMENTS**

Customer shall submit to Company evidence, satisfactory to Company, of Customer's authority to erect and maintain Customer's facilities within public streets, highways and other thoroughfares within the above described territory which is to be served and shall secure any necessary consent by way of franchise or other satisfactory license, permit or authority, acceptable to Company from State, County or municipal authorities or from the owners of property where necessary to construct and maintain facilities at the locations of poles of Company which it desires to use. Customer must secure its own easement rights on private property. Customer must, regardless of authority received or franchises given by governmental

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## Cable Television Attachment Charges

agencies, conform to all requirements of Terms and Conditions with regard to Company's property. Company's approval of attachments shall not constitute any representation or warranty by Company to Customer regarding Customer's right to occupy or use any public or private right-of-way.

### 8. INSPECTION OF FACILITIES

Company reserves the right to inspect each new installation of Customer on its poles and in the vicinity of its lines or appliances and to make periodic inspections, every two (2) years or more often as plant conditions warrant of the entire plant of Customer. Such inspections, made or not, shall not operate to relieve Customer of any responsibility, obligation or liability.

### 9. PRECAUTIONS TO AVOID FACILITY DAMAGE

Customer shall exercise precautions to avoid damage to facilities of Company and of others supported on said poles; and shall assume all responsibility of any and all loss for such damage caused by it. Customer shall make an immediate report to Company of the occurrence of any damage and shall reimburse Company for the expense incurred in making repairs.

### 10. INDEMNITIES AND INSURANCE

Customer shall defend, indemnify and save harmless Company from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature-including but not limited to costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destructions of properties, (c) pollutions, contaminations of or other adverse effects on the environment or (d) violations of governmental laws, regulations or orders whether suffered directly by Company it-self or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of Customer, its employees, agents, or other representatives or from their presence on the premises of Company, either solely or in concurrence with any alleged joint negligence of Company.

Customer shall provide and maintain in an Insurance Company(s) authorized to do business in the Commonwealth of Kentucky, the following:

- (a) Insurance protection for Customer employees to the extent required by the Workmen's Compensation Law of Kentucky and, where same is not applicable or if necessary to provide a defense for Company, Employer's Liability Protection (covering both Company and Customer) for Customer employees for no less than \$100,000.00 per employee.
- (b) Public Liability and Business Liability insurance with a minimum limit of \$500,000.00 for each person injured and with a minimum total limit of \$1,000,000.00 for each accident and a minimum limit of \$100,000.00 for property damage for each accident.
- (c) Public Liability and Property Damage insurance on all automotive equipment used by Customer on job to the extent of the amounts for Public Liability and Property Damage insurance set out in the preceding Paragraph (b).
- (d) In the event that work covered by the Agreement includes work to be done in places or areas where the Maritime Laws are in effect, then and in that event additional insurance protection to the limits in Paragraph (b) above for liability arising out of said Maritime Laws.

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- e) In the event the work covers fixed wing aircraft, rotor lift, lighter than air aircraft or any other form of aircraft, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b).
- f) In the event the work covers blasting, explosives or operations underground, in trenches or other excavations, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b), together with products hazard and completed operations insurance where applicable, affording protection to the limits above prescribed. Customer's liability insurance shall be written to eliminate XCU exclusions. Said insurance is to be kept in force for not less than one year after cancellation of the Agreement.

Before starting work, Customer shall furnish to Company a certificate(s) of insurance satisfactory to Company, evidencing the existence of the insurance required by the above provisions, and this insurance may not be canceled for any cause without sixty (60) days advance written notice being first given Company; provided, that failure of Company to require Customer to furnish any such certificate(s) shall not constitute a waiver by Company of Customer's obligation to maintain insurance as provided herein.

Each policy required hereunder shall contain a contractual endorsement written as follows: "The insurance provided herein shall also be for the benefit of Louisville Gas and Electric Company so as to guarantee, within the policy limits, the performance by the named insured of the indemnity provisions of the Cable Television Attachment Agreement between the named insured and Louisville Gas and Electric Company. This insurance may not be canceled for any cause without sixty (60) days advance written notice being first given to Louisville Gas and Electric Company."

### 11. ATTACHMENT REMOVAL AND NOTICES

Customer may at any time voluntarily remove its attachments from any pole or poles of Company, but shall immediately give Company written notice of such removal on a form to be supplied by Company. No refund of any attachment charge will be due on account of such voluntary removal.

### 12. FORBIDDEN USE OF POLES

Prior to Customer's initial attachment, Company reserves the right due to engineering design requirements to refuse use by Customer of certain or specific poles or structures (such as normal transmission routes). Upon notice from Company to Customer that the use of any pole or poles is forbidden by municipal or other public authorities or by property owners, the permit covering the use of such pole or poles shall immediately terminate and Customer shall remove its facilities from the affected pole or poles at once. No refund of any attachment charge will be due on account of any removal resulting from such forbidden use.

### 13. NON-COMPLIANCE

If Customer shall fail to comply with any of the provisions of these Rules and Regulations or Terms and Conditions or default in any of its obligations under these Rules and Regulations or Terms and Conditions and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, Company may, at its option, forthwith terminate the Agreement or the permit covering the poles as to which such default or non-compliance shall have occurred, by giving written notice to Customer of said termination. No refund of any rental will be due on account of such termination.

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<b>Standard Rate</b>	<b>CTAC</b>
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<b>14. WAIVERS</b>	
Failure to enforce or insist upon compliance with any of these Rules and Regulations or Terms and Conditions or the Agreement shall not constitute a general waiver or relinquishment thereof, but the same shall be and remain at all times in full force and effect.	
<b>15. USE OF COMPANY'S FACILITIES BY OTHERS</b>	
Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Company, by contract or otherwise, to others, not parties to the Agreement, to use any poles covered by the Agreement; and Company shall have the right to continue and to extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.	
<b>16. ASSIGNMENT</b>	
Customer shall not assign, transfer or sublet the privileges hereby granted and/or provided in the Agreement without the prior consent in writing of Company.	
<b>17. PROPERTY RIGHTS</b>	
No use, however extended, of Company poles under the Agreement shall create or vest in Customer any ownership or property rights in said poles, but Customer shall be and remain a customer only. Nothing herein contained shall be construed to compel Company to maintain any of said poles for a period longer than demanded by its electric service requirements.	
<b>18. FAILURE TO PROCEED</b>	
Customer agrees to proceed as expeditiously as practical with the work of providing the television cable service to the area described in the Agreement. Within ninety (90) days from the date of the Agreement, Customer shall make progress reasonably satisfactory to Company in the installation of its facilities or shall demonstrate, to the reasonable satisfaction of Company, its ability to proceed expeditiously.	
<b>19. TERMINATION</b>	
Upon termination of the Agreement in accordance with any of its terms, Customer shall immediately remove its cables, wires and appliances from all poles of Company. If not removed, Company shall have the right to remove them at the cost and expense of Customer.	
<b>20. SECURITY</b>	
Customer shall furnish bond for the purposes hereinafter specified as follows:	
<ul style="list-style-type: none"><li>(a) during the period of Customer's initial installation of its facilities and at the time of any expansion involving more than seventy-five (75) poles, a bond in the amount of \$2,000 for each 100 poles (or fraction thereof) to which Customer intends to attach its facilities;</li><li>(b) following the satisfactory completion of Customer's initial installation, the amount of bond shall be reduced to \$1,000 for each 100 poles (or fraction thereof);</li><li>(c) after Customer has been a customer of Company pursuant to the Agreement and is not in default thereunder for a period of three years, the bond shall be reduced to \$500 for each 100 poles (or fraction thereof).</li></ul>	

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<p>(d) such bond shall contain the provision that it shall not be terminated prior to six (6) months' after receipt by Company of written notice of the desire of the bonding or insurance company to terminate such bond. This six (6) months' termination clause may be waived by Company if an acceptable replacement bond is received before the six (6) months has ended. Upon receipt of such termination notice, Company shall request Customer to immediately remove its cables, wires and all other facilities from all poles of Company. If Customer should fail to complete the removal of all of its facilities from the poles of Company within thirty (30) days after receipt of such request from Company, then Company shall have the right to remove them at the cost and expense of Customer and without being liable for any damage to Customer's wires, cables, fixtures or appurtenances. Such bond shall guarantee the payment of any sums which may become due to Company for rentals, inspections or work performed for the benefit of Customer under the Agreement, including the removal of attachments upon termination of the Agreement by any of its provisions.</p> <p>e) Company in its sole discretion may agree in writing to accept other collateral (such as a cash deposit or an irrevocable bank letter of credit) in substitution for the bond required by, and subject to the other requirements of, this Section 22.</p>	
<b>21. NOTICES</b>	
<p>Any notice, or request, required by these Rules and Regulations or Terms and Conditions or the Agreement shall be deemed properly given if mailed, postage pre-paid, to Company, in the case of Company; or in the case of the Customer, to its representative designated in the Agreement. The designation of the person to be notified, and/or his address may be changed by Company or Customer at any time, or from time to time, by similar notice.</p>	
<b>22. ADJUSTMENTS</b>	
<p>Nothing contained herein or in any Agreement shall be construed as affecting in any way the right of Company, and Company shall at all times have the right, to unilaterally file with the Public Service Commission a change in rental charges for attachments to poles, other charges as provided for, any rule, regulation, condition or any other change required. Such change or changes to become effective upon approval of the Commission or applicable regulations or statutes, and shall constitute an amendment to the Agreement.</p>	
<b>23. BINDING EFFECT</b>	
<p>Subject to the provisions of Section 18 hereof, the Agreement and these Rules and Regulations or Terms and Conditions shall extend to and bind the successors and assigns of the parties hereto.</p>	

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**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 45

## Standard Rate

## Special Charges

The following charges will be applied uniformly throughout Company's service territory. Each charge, as approved by the Public Service Commission, reflects only that revenue required to cover associated expenses.

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### RETURNED PAYMENT CHARGE

In those instances where a customer renders payment to Company which is not honored upon deposit by Company, the Customer will be charged \$10.00 to cover the additional processing costs.

### METER TEST CHARGE

Where the test of a meter is performed during normal working hours upon the written request of a customer, pursuant to 807 KAR 5:006, Section 18, and the results show the meter was not more than two percent fast, the customer will be charged \$60.00 to cover the test and transportation costs.

### DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$29.00 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection is effected. If both gas and electric services are reconnected at the same time, the total charge for restoration of both services shall be \$29.00. No charge will be made for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection.

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Residential and general service customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$29.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected.

### METER PULSE CHARGE

Where a customer desires and Company is willing to provide data meter pulses, a charge of \$9.00 per pulse per month will be made to those data pulses. Time pulses will not be supplied.

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### METER DATA PROCESSING CHARGE

A charge of \$2.75 per report will be made to cover the cost of processing, generating, and providing recorder metered customer with profile reports. If a customer is not recorder metered and desires to have such metering installed, the customer will pay all costs associated with installing the recorder meter.

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Standard Rate Rider

CSR

Curtailed Service Rider

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## APPLICABLE

In all territory served.

## AVAILABILITY OF SERVICE

This rider shall be made available to customers served under applicable power schedules who contract for not less than 1,000 kilowatts individually and up to an aggregate of 200 megawatts of total requirements to be subject to curtailment under this schedule, such curtailment to be implemented upon notification by the Company.

## CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed five hundred hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time that may have both physical curtailments and buy-through options within the interval between the start and stop time. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than ten (10) minutes notice when either requesting or canceling a curtailment.

Company may request at its sole discretion up to 100 hours of physical curtailment per year without a buy-through option. Company may also request at its sole discretion up to 400 hours of curtailment per year with a buy-through option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtailable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtailable requirements.

Curtailed load and compliance with a request for curtailment shall be measured in one of the following ways:

Option A -- Customer may contract for a given amount of firm demand, as measured on a 15-minute demand basis. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the maximum demand during any requested curtailment less the contracted firm demand multiplied by the time period (hours) of interruption. The measured demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance, as measured on a 15-minute demand basis.

Option B -- Customer may contract for a given amount of curtailable load by which Customer shall agree to reduce its demand at any time by such Designated Curtailed Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum 15-minute demand immediately prior to the curtailment less the designated curtailable load.

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 50.1

Standard Rate Rider

CSR

Curtable Service Rider

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During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the curtable load designated in the contract multiplied by the time period (hours) of a requested curtailment. Non-compliance for each requested physical curtailment shall be the measured positive value determined by subtracting (i) Customer's designated curtable load from (ii) Customer's maximum demand immediately preceding the curtailment and then subtracting such difference from (iii) the Customer's maximum demand during such curtailment.

## RATE

Customer will receive the following credits for curtable service during the month:

Transmission Voltage Service	\$ 5.10 per kW of Curtable Billing Demand
Primary Voltage Service	\$ 5.20 per kW of Curtable Billing Demand
Non-Compliance Charge of:	\$16.00 per kW

Failure of Customer to curtail when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtailment not met at the applicable standard charges.

## CURTABLE BILLING DEMAND

For a Customer electing Option A, Curtable Billing Demand shall be the difference between (a) the Customer's measured maximum kilowatt demand during the billing period for any 15-minute interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., and (ii) for the months October continuously through May, from 6 A.M. to 10 P.M., and (b) the firm contract demand.

For a Customer electing Option B, Curtable Billing Demand shall be the customer Designated Curtable Load, as described above.

## AUTOMATIC BUY-THROUGH PRICE

The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:

$$\text{Automatic Buy-Through Price} = \text{NGP} \times .012000 \text{ MMBtu/kWh}$$

Where: NGP represents the mid-point price for natural gas (\$/MMBtu) posted for the day in "Gas Daily" for Dominion—South Point and will be used for the electrical day from 12 midnight to midnight. Also the posted price for Monday or the day after a holiday is the posted price for Saturday, Sunday and the holiday.

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 50.2

**Standard Rate Rider**

**CSR**

**Curtable Service Rider**

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## **TERM OF CONTRACT**

The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed necessary by the size of the load or other conditions.

## **TERMS AND CONDITIONS**

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

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**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

**Standard Rate Rider**

**LRI**

**Load Reduction Incentive Rider**

**APPLICABLE**

In all territory served.

**AVAILABILITY OF SERVICE**

This schedule shall be made available as a rider to any customer served on Company's standard tariffs, having stand-by generation facilities of at least 500 kW, and agreeing to operate such facilities in accordance with the terms and conditions of this tariff. Service under this schedule is offered for a total maximum contracted load of 10,000 kW.

**RATE**

Up to \$0.30 per kWh

**TERMS AND CONDITIONS**

- 1) Company will have the option to require Customer to operate Customer's stand-by generation to replace Customer's electric usage. Such period of generation shall not exceed 8 hours in any 24-hour period nor shall the total hours of generation in any 12-month period exceed 300 hours.
- 2) Should Company request Customer to operate Customer's stand-by generation, Company will notify Customer by 12 noon on a day ahead basis.
- 3) Company's request for Customer to operate Customer's stand-by generation will include an offer of a payment per kWh for Customer to operate Customer's stand-by generation.
- 4) Customer is obligated to operate Customer's stand-by generation should Customer accept Company's offered price.
- 5) Customer's stand-by generation shall not be operated in parallel with Company's system (i.e., such generation shall be connected to circuits which are isolated from Company's system).
- 6) Customer will be responsible for maintaining Customer's stand-by generation, including an adequate fuel supply, to ensure meeting Customer's obligation under this schedule.
- 7) Company will meter the output of Customer's stand-by generation, base the payment for Customer reducing load on the metered output, and provide payment to Customer through a credit to Customer's standard service billing.
- 8) Customer may provide Company with the option to install equipment that will permit Company to remotely start stand-by generation and switch circuits to such generation so that they are isolated from Company's system.
- 9) Company has no obligation to request operation of Customer's stand-by generation nor to provide any credit to Customer without first requesting Customer to provide stand-by generation.

**TERM OF CONTRACT**

The minimum term of contract shall be for one (1) year and thereafter until terminated by either party giving at least six (6) months written notice. Company may require a longer initial term when deemed necessary. Failure of Customer to operate stand-by generation may result in termination of contract.

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 55

**Standard Rate Rider**

**SQF**

**Small Capacity Cogeneration and Small Power Production Qualifying Facilities**

**APPLICABLE:**

In all territory served.

**AVAILABILITY OF SERVICE**

This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy only from the owner of qualifying cogeneration or small power production facilities of 100 KW or less (such owner being hereafter called "Seller") installed on Seller's property to provide all or part of its requirements of electrical energy, or from which facilities Seller may elect to sell to Company all or part of such output of electrical energy.

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under Parallel Operation.

Company will purchase such energy from Seller at the Rate, A or B, set out below and selected as hereafter provided, and under the terms and conditions stated herein. Company reserves the right to change the said Rates, upon proper filing with and acceptance by the jurisdictional Commission.

**RATE A: TIME-DIFFERENTIATED RATE**

1. For summer billing months of June, July, August and September, during the hours 9:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours), \$0.07690 per kWh
2. For winter billing months of December, January and February, during the hours 7:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours), \$0.03734 per kWh
3. During all other hours (off-peak hours) \$0.03759 per kWh

Determination of On-Peak and Off-Peak Hours: On-peak hours are defined as the hours of 9:01 A.M. through 10:00 P.M., E.D.T. (8:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 1 above), and the hours of 7:01 A.M. through 10:00 P.M., E.D.T. (6:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 2 above). Off-peak hours are defined as all hours other than those listed as on-peak (under 3 above). Company reserves the right to change the hours designated as on-peak from time to time as conditions indicate to be appropriate.

**RATE B: NON-TIME-DIFFERENTIATED RATE**

For all kWh purchased by Company, \$0.04262 per kWh

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**Standard Rate Rider**

**SQF**

**Small Capacity Cogeneration and Small Power Production Qualifying Facilities**

**SELECTION OF RATE AND METERING**

Subject to provisions hereafter in this Section relative to payment of costs of metering equipment, either Seller or Company may select Rate A, the Time-Differentiated Rate, for application to Company's said purchases of energy from Seller. If neither Seller nor Company selects Rate A, then Rate B, the Non-Time-Differentiated Rate, shall apply.

If neither Seller nor Company selects Rate A, and Rate B therefore is to apply to such purchases, Company, at Seller's cost, will install, own and operate a non-time-differentiated meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system. Such meter will be tested at intervals prescribed by Commission Regulation, with Seller having a right to witness all such tests; and Seller will pay to Company its fixed cost on such meter and equipment, expense of such periodic tests of the meter and any other expenses (all such costs and expenses, together, being hereafter called "costs of non-time-differentiated metering").

If either Seller or Company selects Rate A to apply to Company's said purchases of energy from Seller, the party (Seller or Company) so selecting Rate A shall pay (a) the cost of a time-differentiated recording meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system, required for the application of Rate A, in excess of (b) the costs of non-time-differentiated metering which shall continue to be paid by Seller.

In addition to metering referred to above, Company at its option and cost may install, own and operate, on Seller's generator, a recording meter to record the capacity, energy and reactive output of such generator at specified time intervals.

Company shall have access to all such meters at reasonable times during Seller's normal business hours, and shall regularly provide to Seller copies of all information provided by such meters.

**PAYMENT**

Any payment due from Company to Seller will be due within twelve (12) days from date of Company's reading of meter; provided, however, that, if Seller is a customer of Company, in lieu of such payment Company may offset its payment due to Seller hereunder, against Seller's next bill and payment due to Company for Company's service to Seller as customer.

**PARALLEL OPERATION**

Company hereby permits Seller to operate its generating facilities in parallel with Company's system, under the following conditions and any other conditions required by Company where unusual conditions not covered herein arise:

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**Standard Rate Rider**

**SQF**

**Small Capacity Cogeneration and Small Power Production Qualifying Facilities**

1. Prior to installation in Seller's system of any generator and associated facilities which are intended to be interconnected and operated in parallel with Company's system, or prior to the inter-connection to Company's system of any such generator and associated facilities already installed in Seller's system, Seller will provide to Company plans for such generator and facilities. Company may, but shall have no obligation to, examine such plans and disapprove them in whole or in part, to the extent Company believes that such plans and proposed facilities will not adequately assure the safety of Company's facilities or system. Seller acknowledges and agrees that the sole purpose of any Company examination of such plans is the satisfaction of Company's interest in the safety of Company's own facilities and system, and that Company shall have no responsibility of any kind to Seller or to any other party in connection with any such examination. If Seller thereafter proposes any change from such plans submitted to Company, prior to the implementation thereof Seller will provide to Company new plans setting out such proposed change(s).
2. Seller will own, install, operate and maintain all generating facilities on its plant site, such facilities to include, but not be limited to, (a) protective equipment between the systems of Seller and Company and (b) necessary control equipment to synchronize frequency and voltage between such two systems. Seller's voltage at the point of interconnection will be the same as Company's system voltage. Suitable circuit breakers or similar equipment, as specified by Company, will be furnished by Seller at a location designated by Company to enable the separation or disconnection of the two electrical systems. Except in emergencies, the circuit breakers, or similar equipment, will be operated only by, or at the express direction of, Company personnel and will be accessible to Company at all times. In addition, a circuit breaker or similar equipment shall be furnished and installed by Seller to separate or disconnect Seller's generator.
3. Seller will be responsible for operating the generator and all facilities owned by Seller, except as hereafter specified. Seller will maintain its system in synchronization with Company's system.
4. Seller will (a) pay Company for all damage to Company's equipment, facilities or system, and (b) save and hold Company harmless from all claims, demands and liabilities of every kind and nature for injury or damage to, or death of, persons and/or property of others, including costs and expenses of defending against the same, arising in any manner in connection with Seller's generator, equipment, facilities or system or the operation thereof.
5. Seller will construct any additional facilities, in addition to generating and associated (interface) facilities, required for interconnection unless Company and Seller agree to Company's constructing such facilities, at Seller's expense, where Seller is not a customer of Company. When Seller is a customer of Company and Company is required to construct facilities different than otherwise required to permit interconnection, Seller shall pay such additional cost of facilities. Seller agrees to reimburse Company, at the time of installation, or, if agreed to by both parties, over a period of up to three (3) years, for any facilities including any hereafter required (but exclusive of metering equipment, elsewhere herein provided for) constructed by Company to permit Seller to operate interconnected with Company's system. When interconnection costs are repaid over a period of time, such payments will be made monthly and include interest on the unpaid balance at the percentage rate equal to the capital costs that Company would experience at such time by

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 55.3

Standard Rate Rider

SQF

## Small Capacity Cogeneration and Small Power Production Qualifying Facilities

new financing, based on Company's then existing capital structure, with return on equity to be at the rate allowed in Company's immediately preceding rate case.

6. Company will have the continuing right to inspect and approve Seller's facilities, described herein, and to request and witness any tests necessary to determine that such facilities are installed and operating properly; but Company will have no obligation to inspect or approve facilities, or to request or witness tests; and Company will not in any manner be responsible for Seller's facilities or any operation thereof.
7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.
8. Each, Seller and Company, will designate one or more Operating Representatives for the purpose of contacts and communications between the parties concerning operations of the two systems.
9. Seller will notify Company's Energy Control Center prior to each occasion of Seller's generator being brought into or (except in cases of emergencies) taken out of operation.
10. Company reserves the right to curtail a purchase from Seller when:
  - (a) the purchase will result in costs to Company greater than would occur if the purchase were not made but instead Company, itself, generated an equivalent amount of energy; or
  - (b) Company has a system emergency and purchases would (or could) contribute to such emergency.

Seller will be notified of each curtailment.

### TERMS AND CONDITIONS

Except as provided herein, conditions or operations will be as provided in Company's Terms and Conditions.

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**Standard Rate Rider**

**LQF**

**Large Capacity Cogeneration and Small Power Production Qualifying Facilities**

**AVAILABILITY**

In all territory served.

**APPLICABILITY OF SERVICE**

Applicable to any small power production or cogeneration "qualifying facility" with capacity over 100 kW as defined by the Kentucky Public Service Commission Regulation 807 KAR 5:054, and which contracts to sell energy or capacity or both to Company.

**RATES FOR PURCHASES FROM QUALIFYING FACILITIES**

**Energy Component Payments**

The hourly avoided energy cost (AEC) in \$ per MWh, which is payable to a QF for delivery of energy, shall be equal to Company's actual variable fuel expenses, for Company-owned coal and natural gas-fired production facilities, divided by the associated megawatt-hours of generation, as determined for the previous month. The total amount of the avoided energy cost payment to be made to a QF in an hour is equal to  $[AEC \times E_{QF}]$ , where  $E_{QF}$  is the amount of megawatt-hours delivered by a QF in that hour and which are determined by suitable metering.

**Capacity Component Payments**

The hourly avoided capacity cost (ACC) in \$ per MWh, which is payable to a QF for delivery of capacity, shall be equal to the effective purchase price for power available to Company from the inter-utility market (which includes both energy and capacity charges) less Company's actual variable fuel expense (AEC). The total amount of the avoided capacity cost payment to be made to a QF in an hour is equal to  $[ACC \times CAP_i]$ , where  $CAP_i$ , the capacity delivered by the QF, is determined on the basis of the system demand ( $D_i$ ) and Company's need for capacity in that hour to adequately serve the load.

**Determination of  $CAP_i$**

For the following determination of  $CAP_i$ ,  $C_{LG\&E}$  represents Company's installed or previously arranged capacity at the time a QF signs a contract to deliver capacity;  $C_{QF}$  represents the actual capacity provided by a QF, but no more than the contracted capacity; and  $C_M$  represents capacity purchased from the inter-utility market.

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 56.1

## Standard Rate Rider

## LQF

### Large Capacity Cogeneration and Small Power Production Qualifying Facilities

1. System demand is less than or equal to Company's capacity:  
 $D_1 \leq C_{LG\&E}$ ;  $CAP_1 = 0$
2. System demand is greater than Company's capacity but less than or equal to the total of Company's capacity and the capacity provided by a QF:

$$C_{LG\&E} < D_1 \leq [C_{LG\&E} + C_{QF}] ; \quad CAP_1 = C_M$$

3. System demand is greater than the total of Company's capacity and the capacity provided by a QF:

$$D_1 > [C_{LG\&E} + C_{QF}] ; \quad CAP_1 = C_{QF}$$

#### PAYMENT

Company shall pay each bill for electric power rendered to it in accordance with the terms of the contract, within twelve (12) days of the date the bill is rendered. In lieu of such payment plan, Company will, upon written request, credit the Customer's account for such purchases.

#### TERM OF CONTRACT

For contracts which cover the purchase of energy only, the term shall be one (1) year, and shall be self-renewing from year-to-year thereafter, unless canceled by either party on one (1) year's written notice.

For contracts which cover the purchase of capacity and energy, the term shall be five (5) years.

#### TERMS AND CONDITIONS

1. Qualifying facilities shall be required to pay for any additional interconnection costs, to the extent that such costs are in excess of those that Company would have incurred if the qualifying facility's output had not been purchased.
2. A qualifying facility operating in parallel with Company must demonstrate that its equipment is designed, installed, and operated in a manner that insures safe and reliable interconnected operation. A qualifying facility should contact Company for assistance in this regard.
3. The purchasing, supplying and billing for service, and all conditions applying hereto, shall be specified in the contract executed by the parties, and are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Terms and Conditions currently in effect, as filed with the Commission.

**Date of Issue: January 29, 2010**

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**Standard Rate Rider**

**NMS**

**Net Metering Service**

**APPLICABLE**

In all territory served.

**AVAILABILITY OF SERVICE**

Available to any customer-generator who owns and operates a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Company's electric distribution system to provide all or part of Customer's electrical requirements, and who executes Company's written Application for Interconnection and Net Metering. The generation facility shall be limited to a maximum rated capacity of 30 kilowatts. This Standard Rate Rider is intended to comply with all provisions of the Interconnection and Net Metering Guidelines approved by the Public Service Commission of Kentucky, which can be found on-line at [www.psc.ky.gov](http://www.psc.ky.gov) as Appendix A to the January 8, 2009 Order in Administrative Case No. 2008-00169.

**METERING AND BILLING**

Net metering service shall be measured using a single meter or, as determined by Company, additional meters and shall be measured in accordance with standard metering practices by metering equipment capable of registering power flow in both directions for each time period defined by the applicable rate schedule. This net metering equipment shall be provided without any cost to the Customer. This provision does not relieve Customer's responsibility to pay metering costs embedded in the Company's Commission-approved base rates. Additional meters, requested by Customer, will be provided at Customer's expense.

If electricity generated by Customer and fed back to Company's system exceeds the electricity supplied to Customer from the system during a billing period, Customer shall receive a credit for the net delivery on Customer's bill for the succeeding billing periods. Any such unused excess credits will be carried forward and drawn on by Customer as needed. Unused excess credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations.

**NET METERING SERVICE INTERCONNECTION GUIDELINES**

General – Customer shall operate the generating facility in parallel with Company's system under the following conditions and any other conditions required by Company where unusual circumstances arise not covered herein:

1. Customer to own, operate, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage.
2. Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
3. Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.
4. Customer agrees to inform Company of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to Company in writing and obtain prior approval from Company.
5. Company will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and

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**Standard Rate Rider**

**NMS**

**Net Metering Service**

**NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)**

operating properly; however, Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof.

6. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence or willful misconduct of Company.

Level 1 – A Level 1 installation is defined as an inverter-based generator certified as meeting the requirements of Underwriters Laboratories Standard 1741 and meeting the following conditions:

1. The aggregated net metering generation on a radial distribution circuit will not exceed 15% of the line section's most recent one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.
2. The aggregated net metering generation on a shared singled-phase secondary will not exceed 20 kVA or the nameplate rating of the service transformer.
3. A single-phase net metering generator interconnected on the center tap neutral of a 240 volt service shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
4. A net metering generator interconnected to Company's three-phase, three-wire primary distribution lines, shall appear as a phase-to-phase connection to Company's primary distribution line.
5. A net metering generator interconnected to Company's three-phase, four-wire primary distribution lines, shall appear as an effectively grounded source to Company's primary distribution line.
6. A net metering generator will not be connected to an area or spot network.
7. There are no identified violations of the applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems".
8. Company will not be required to construct any facilities on its own system to accommodate the net metering generator.

Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." Company shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

Level 2 – A Level 2 installation is defined as generator that is not inverter-based; that uses equipment not certified as meeting the requirements of Underwriters Laboratories Standard 1741; or that does not meet one or more of the conditions required of a Level 1 net metering generator. A Level 2 Application will be approved if the generating facility meets the Company's technical interconnection requirements. Those requirements are available on line at [www.eon-us.com](http://www.eon-us.com) and upon request.

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Standard Rate Rider

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Net Metering Service

## NET METERING SERVICE INTERCONNECTION GUIDELINES (continued)

Customer desiring a Level 2 interconnection shall submit a "LEVEL 2 - Application for Interconnection and Net Metering." Company shall notify Customer within 30 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 30 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

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

Additional studies requested by Customer shall be at Customer's expense.

## CONDITIONS OF INTERCONNECTION

Customer may operate his net metering generator in parallel with Company's system when complying with the following conditions:

1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by Company's technical interconnection requirements based on IEEE 1547, NEC, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with Company's system. Customer bears full responsibility for the installation, maintenance and safe operation of the net metering generating facility. Upon reasonable request from Company, Customer shall demonstrate compliance.
2. Customer shall represent and warrant compliance of the net metering generator with:
  - a) any applicable safety and power standards established by IEEE and accredited testing laboratories;
  - b) NEC, as may be revised from time-to-time;
  - c) Company's rules and regulations and Terms and Conditions, as may be revised by time-to-time by the Public Service Commission of Kentucky;
  - d) the rules and regulations of the Public Service Commission of Kentucky, as may be revised by time-to-time by the Public Service Commission of Kentucky;
  - e) all other local, state, and federal codes and laws, as may be in effect from time-to-time.
3. Any changes or additions to Company's system required to accommodate the net metering generator shall be Customer's financial responsibility and Company shall be reimbursed for such changes or additions prior to construction.
4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system.
5. Customer shall be responsible for protecting, at Customer's sole cost and expense, the net metering generating facility from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the Company shall be responsible for repair of damage caused to the net metering

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Standard Rate Rider

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Net Metering Service

## CONDITIONS OF INTERCONNECTION (continued)

- generator resulting solely from the negligence or willful misconduct on the part of the Company.
6. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the net metering generator comply with the requirements of this rate schedule.
  7. Where required by the Company, Customer shall furnish and install on Customer's side of the point of interconnection a safety disconnect switch which shall be capable of fully disconnecting Customer's net metering generator from Company's electric service under the full rated conditions of Customer's net metering generator. The external disconnect switch (EDS) shall be located adjacent to Company's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the net metering generator is operational. The disconnect switch shall be accessible to Company personnel at all times. Company may waive the requirement for an external disconnect switch for a net metering generator at its sole discretion, and on a case by case basis.
  8. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the net metering generator if Company believes that:
    - a) continued interconnection and parallel operation of the net metering generator with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system;
    - b) the net metering generator is not in compliance with the requirements of this rate schedule, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or
    - c) the net metering generator interferes with the operation of Company's electric system.In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where the Company is unable to immediately isolate or cause Customer to isolate only the net metering generator, Company may isolate Customer's entire facility.
  9. Customer agrees that, without the prior written permission from Company, no changes shall be made to the generating facility as initially approved. Increases in net metering generator capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in net metering generator capacity is allowed without approval.
  10. Customer shall protect, indemnify and hold harmless Company and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating

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**Net Metering Service**

**CONDITIONS OF INTERCONNECTION (continued)**

Customer's net metering generator or any related equipment or any facilities owned by Company except where such injury, death or damage was caused or contributed to by the fault or negligence of Company or its employees, agents, representatives or contractors.

The liability of Company to Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which Customer is taking service.

11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide Company with proof of such insurance at the time that application is made for net metering.
12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
13. Customer's generating facility is transferable to other persons or service locations only after notification to the Company has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the Company will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the Company will notify Customer in writing and list what must be done to place the facility in compliance.
14. Customer shall retain any and all Renewable Energy Credits (RECs) generated by Customer's generating facilities.

**DEFINITIONS**

"Billing period" shall be the time period between the dates on which Company issues the customer's bills.

"Billing Period Credit" shall be the electricity generated by the customer that flows into the electric system and which exceeds the electricity supplied to the customer from the electric system during any billing period.

**TERMS AND CONDITIONS**

Except as provided herein, service will be furnished under Company's Terms and Conditions applicable hereto.

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 57.5

Standard Rate Rider

NMS

Net Metering Service

## LEVEL 1

### Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Submit this Application to:

Louisville Gas and Electric Company, Attn: Customer Commitment,  
P. O. Box 32010, Louisville, KY 40232

If you have questions regarding this Application or its status, contact LG&E at:

502-627-2202 or [customer.commitment@eon-us.com](mailto:customer.commitment@eon-us.com)

Customer Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer Phone No.: \_\_\_\_\_ Customer E-mail Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Energy Source:  Solar  Wind  Hydro  Biogas  Biomass

Inverter Manufacturer and Model #: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_ Inverter Voltage Rating: \_\_\_\_\_

Power Rating of Energy Source (i.e., solar panels, wind turbine): \_\_\_\_\_

Is Battery Storage Used:  No  Yes If Yes, Battery Power Rating: \_\_\_\_\_

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of Utility's meter, energy source, (*optional: Utility accessible disconnect switch*) and inverter.

Attach single line drawing showing all electrical equipment from the Utility's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: \_\_\_\_\_

**Date of Issue: January 29, 2010**

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 57.6

Standard Rate Rider

NMS  
Net Metering Service

## LEVEL 2

### Application for Interconnection and Net Metering

Use this application form when a generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application, along with an application fee of \$100, to:

Louisville Gas and Electric Company, Attn: Customer Commitment,  
P. O. Box 32010, Louisville, KY 40232

If you have questions regarding this Application or its status, contact LG&E at:

502-627-2202 or customer.commitment@eon-us.com

Customer Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Generating Capacity of Generating Facility: \_\_\_\_\_

Type of Generator:  Inverter-Based  Synchronous  Induction

Power Source:  Solar  Wind  Hydro  Biogas  Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with the Utility's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. A description of how the generator system will be operated including all modes of operation.
7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.
8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, Xd, & Xd).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Date of Issue: January 29, 2010**

**Date Effective: August 17, 2009**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

**Standard Rate Rider**

**EF**

**Excess Facilities**

**APPLICABILITY**

In all territory served.

**AVAILABILITY OF SERVICE**

This rider is available for nonstandard service facilities which are considered to be in excess of the standard facilities that would normally be provided by Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.

**DEFINITION OF EXCESS FACILITIES**

Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

**EXCESS FACILITIES CHARGE**

Company shall provide normal operation and maintenance of the excess facilities. Should the facilities suffer failure, Company will provide for replacement of such facilities and the monthly charge will be adjusted to reflect the installed cost of the replacement facilities.

Customer shall pay for excess facilities by either (i) making a monthly excess facilities charge payment covering the cost of the leased facilities or (ii) making a one-time contribution-in-aid-of-construction (CIAC) payment and a monthly excess facilities charge associated with the operating expenses and expected replacement costs of the facilities.

For leased facilities, the customer shall pay a monthly Excess Facilities charge equal to the following percentage applied to the original installed cost of the facilities provided by the Company:

(i) Monthly Charge for Leased Facilities 1.73%

For facilities supported by a CIAC Payment, the customer shall pay a monthly Excess Facilities charge equal to the following percentage applied to the original installed cost of the facilities provided by the Company:

(ii) Monthly Charge for Facilities Supported by a one-time CIAC payment 0.87%

**PAYMENT**

The Excess Facilities Charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

**TERM OF CONTRACT**

The initial term of contract to the customer under this schedule shall be not less than five (5) years. The term shall continue automatically until terminated by either party upon at least one (1) month's written notice.

**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

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**Standard Rate Rider**

**RC**

**Redundant Capacity**

**APPLICABLE**

This rate is applicable to customers served under Company's rate schedules which include a demand charge or a special contract including a demand charge.

**AVAILABILITY**

Available to customers requesting the reservation of capacity on Company's facilities which are shared by other customers when Company has, and is willing, to reserve such capacity. Such facilities represent a redundant delivery to provide electric service to Customer's facility in the event that an emergency or unusual occurrence renders Customer's principal delivery unavailable for providing service.

**RATE:**

Capacity Reservation Charge

Secondary Distribution	\$1.56 per kW per Month
Primary Distribution	\$1.43 per kW per Month

Applicable to the greater of:

- (1) the highest average load in kilowatts recorded at either the principal distribution feed metering point or at the redundant distribution feed metering point during any 15-minute interval in the monthly billing period,
- (2) 50% of the maximum demand similarly determined for any of the eleven (11) preceding months, or
- (3) the contracted capacity reservation.

**TERM OF CONTRACT**

The minimum contract term shall be five (5) years, and shall be renewed for one (1) year periods until either party provides the other with ninety (90) days written notice of a desire to terminate the arrangement. Company may require that a contract be executed for a longer initial term when deemed necessary by the difficulty and/or high cost associated with providing the redundant feed or other special conditions.

**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 62

**Standard Rate Rider**

**SS**

## Supplemental or Standby Service

### APPLICABLE

In all territory served.

### AVAILABILITY OF SERVICE

This service is available as a rider to customers whose premises or equipment are regularly supplied with electric energy from generating facilities other than those of Company and who desire to contract with Company for reserve, breakdown, supplemental or standby service.

### RATE

	Secondary	Primary	Transmission
Contract Demand per kVA per Month:	\$8.57	\$7.49	\$6.32

### CONTRACT DEMAND

Contract Demand is defined as the number of kilowatts mutually agreed upon as representing Customer's maximum service requirements and contracted for by Customer; provided, however, if such number of kilowatts is exceeded by a recorded demand, such recorded demand shall become the new contract demand commencing with the month in which recorded and continuing for the remaining term of the contract or until superseded by a higher recorded demand.

### MINIMUM CHARGE

Electric service actually used each month will be charged for in accordance with the provisions of the applicable rate schedule; provided, however, the minimum billing under that rate schedule shall in no case be less than an amount calculated at the appropriate rate above applied to the Contract Demand.

### DUE DATE OF BILL

Customer's payment will be due within twelve (12) days from the date of the bill.

### SPECIAL TERMS AND CONDITIONS

- 1) In order to protect its equipment from overload damage, Company may require customer to install at Customer's own expense an approved shunt trip type breaker and an approved automatic pole-mounted disconnect. Such circuit breakers shall be under the sole control of Company and will be set by Company to break the connection with its service in the event Customer's demand materially exceeds that for which Customer contracted.
- 2) In the event Customer's use of service is intermittent or subject to violent fluctuations, Company will require Customer to install and maintain at Customer's own expense suitable equipment to satisfactorily limit such intermittence or fluctuations.

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 62.1

Standard Rate Rider

SS

Supplemental or Standby Service

## SPECIAL TERMS AND CONDITIONS (continued)

- 3) Customer's generating equipment shall not be operated in parallel with Company's service until the manner of such operation has been approved by Company and is in compliance with Company's operating standards for system reliability and safety.

## TERM OF CONTRACT

The minimum contract period shall be one (1) year, but Company may require that a contract be executed for a longer initial term when deemed necessary by the size of load or special conditions.

## TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions except as provided herein.

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

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Standard Rate Rider

IL

Rider for Intermittent Loads

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**APPLICABLE**

In all territory served.

**AVAILABILITY OF SERVICE**

This schedule applies to all loads having a detrimental effect upon the electric service rendered to other customers of Company or upon Company's facilities.

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by the Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if the Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to the Customer in accordance with 807 KAR 5:056, Section 14(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at the Customer's expense.

**RATE**

1. A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider.
2. Plus the charges provided for under the rate schedule applicable, including any Basic Service Charge if applicable, Energy Charge, Maximum Load Charge (if load charge rate is used), Fuel Clause and the Minimum Charge under such rate adjusted in accordance with (a) or (b) herein.
  - (a) If rate schedule calls for a minimum based on the total kW of connected load, each kVA of such special equipment shall be counted as one kW connected load for minimum billing purposes.
  - (b) If rate schedule calls for a minimum based on the 15-minute integrated load, and such loads operate only intermittently so that the kW registered on a standard 15-minute integrated demand meter is small in comparison to the instantaneous load such equipment is capable of imposing, each kVA of such special equipment shall be counted as one-third kW load for minimum billing purposes.

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**MINIMUM CHARGE**

As determined by this Rider and the Rate Schedule to which it is attached.

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

Standard Rate Rider

TS

**Temporary and/or Seasonal Electric Service**

**APPLICABLE**

In all territory served.

**AVAILABILITY OF SERVICE**

This rider is available at the option of the Customer where Customer's business is of such nature to require:

1. only seasonal service or temporary service, including service provided for construction of residences or commercial buildings, and where in the judgment of Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other customers; or
2. where Customer has need for temporary use of Company facilities and Company has facilities it is willing to provide.

This service is available for not less than one (1) month (approximately 30 days), but when service is used longer than one (1) month, any fraction of a month's use will be prorated for billing purposes.

**CONDITIONS**

Company may permit such electric loads to be served on the rate schedule normally applicable, but without requiring a yearly contract and minimum, substituting therefore the following conditions and agreements:

1. Customer shall pay Company for all costs of making temporary connections, including cost of installing necessary transformers, meters, poles, wire and any other material, and any cost of material which cannot be salvaged, and the cost of removing such facilities when load has ceased.
2. Customer shall pay regular rate of the applicable electric rate schedule.
3. Where Customer is receiving service under a standard rate and has need for temporary use of Company facilities, Customer will pay for non-savable materials outlined in (1) above at the Carrying Cost Charge specified on the Excess Facilities Rider, Rate Sheet No. 60.

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**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 67

## Standard Rate Rider

### Kilowatt-Hours Consumed By Street Lighting Units

#### APPLICABLE

Determination of energy set out below applies to the Company's non-metered lighting rate schedules.

#### DETERMINATION OF ENERGY CONSUMPTION

The applicable fuel clause charge or credit will be based on the kilowatt-hours calculated by multiplying the kilowatt load of each light times the number of hours that light is in use during the billing month. The kilowatt load of each light is shown in the section titled RATE. The number of hours a light will be in use during a given month is from dusk to dawn as shown in the following Hours Use Table.

#### HOURS USE TABLE

<u>Month</u>	<u>Hours Light Is In Use</u>
JAN	407
FEB	344
MAR	347
APR	301
MAY	281
JUN	257
JUL	273
AUG	299
SEP	322
OCT	368
NOV	386
DEC	415
TOTAL FOR YEAR	4,000 HRS.

Date of Issue: January 29, 2010

Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky



# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 70

**Standard Rate Rider**

**SGE**

**Small Green Energy Rider**

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

Service under this rider is available to customers receiving service under Company's standard RS or GS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

## **DEFINITIONS**

- a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.
- b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one MWh of green power.

## **RATE**

\$5.00 per 300 kWh block per month

## **TERMS AND CONDITIONS**

- a) Customers may purchase as many whole blocks as they desire. The eligible Customer may participate in Company's "Green Energy Program" by making a request to Company's Call Center or through Company's website enrollment form and may withdraw at any time through a request to Company's Call Center. Funds provided by Customer to Company are not refundable.
- b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to fulfill payment for the requested blocks may be removed from the "Green Energy Program." Any customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one year.
- c) Customer will be billed as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- d) The service under this rate schedule shall coincide with the three year term of the contract under which Company contracts for the purchase of RECs. Six months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

**Date of Issue: January 29, 2010**

**Date Effective: May 31, 2007**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 70.1

**Standard Rate Rider**

**LGE**

**Large Green Energy Rider**

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

Service under this rider is available to customers receiving service under Company's standard IPS, CPS, ITOD, CTOD, RTS, or IS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

## **DEFINITIONS**

- a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.
- b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one MWh of green power.

## **RATE**

\$13.00 per 1,000 kWh block per month

## **TERMS AND CONDITIONS**

- a) Customers may purchase as many whole blocks as they desire. The eligible Customer may participate in Company's "Green Energy Program" by entering into a written one year agreement that will renew in one year terms until either party gives thirty (30) days notice to the other. Funds provided by Customer to Company are not refundable.
- b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to fulfill payment for the requested blocks may be removed from the "Green Energy Program." Any customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one year.
- c) Customer will be billed as provided for under "Rate" times the number of blocks Customer has agreed to purchase per month. Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.
- d) The service under this rate schedule shall coincide with the three year term of the contract under which Company contracts for the purchase of RECs. Six months prior to expiration of said contract Company shall file for renewal of this rate schedule with the Public Service Commission of Kentucky and may adjust block prices to reflect market conditions as they exist at that time. Upon Commission approval of any change in rate, Company will provide sixty (60) days notice for Customer to adjust the number of blocks contracted for or withdraw from the "Green Energy Program". Service under this rate schedule will continue until the Commission renders a decision on the filing for renewal.

**Date of Issue: January 29, 2010**

**Date Effective: May 31, 2007**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 71

**Standard Rate Rider**

**BDR**

**Brownfield Development Rider**

## **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

Service under this rider is conditional on approval of a special contract for such service filed with and approved by the Public Service Commission of Kentucky. Available to customers being served on Company's standard rate schedules and meeting the following conditions;

- a) The minimum monthly billing load must be 500 kW or greater;
- b) The service must be from existing facilities;
- c) The service location must have been idle for a minimum of two (2) years; and
- d) The service location must have been submitted to, approved by, and added to the Commonwealth of Kentucky's inventory of "brownfield" sites.

## **RATE**

Company will permit such electric loads to be served on the rate schedule normally applicable and Customer will be subject to and comply with all Terms and Conditions except:

- a) for the twelve consecutive monthly billings of the first contract year, the demand charge shall be reduced by 50%;
- b) for the twelve consecutive monthly billings of the second contract year, the demand charge shall be reduced by 40%;
- c) for the twelve consecutive monthly billings of the third contract year, the demand charge shall be reduced by 30%;
- d) for the twelve consecutive monthly billings of the fourth contract year, the demand charge shall be reduced by 20%;
- e) for the twelve consecutive monthly billings of the fifth contract year, the demand charge shall be reduced by 10%; and
- f) all subsequent billing shall be at the full charges stated in the applicable rate schedule.

## **TERMS AND CONDITIONS**

Company may offer differing terms as it deems them appropriate under special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer and subject to approval by the Public Service Commission of Kentucky.

## **TERM OF CONTRACT**

Service will be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Public Service Commission of Kentucky, for a fixed term of not less than eight (8) years and for such time thereafter under the terms stated in the standard rate schedule. A greater Term of Contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service will be continued under conditions provided for under the rate schedule to which this Rider is attached after the original Term of Contract.

**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 76

Standard Rate	RRP Residential Responsive Pricing Service		
<b>APPLICABLE</b>			
In the territory served by Company and falling in four meter reading routes selected by Company for testing "smart meters" and Customer reaction to responsive pricing.			
<b>AVAILABILITY OF SERVICE</b>			
RRP shall be available as an optional pilot program to single phase, single family residential service for three years and shall remain in effect until modified or terminated by order of the Commission.			
a) RRP is restricted to a maximum of one hundred (100) customers eligible for Rate RS in any year. Company will notify all customers eligible for RRP and accept applications on a first-come-first-served basis.			
b) No customers will be accepted on RRP following the end of the second year of the pilot program. A customer exiting the pilot program or disconnected for non-pay will not be allowed to return to it until the Commission has issued a decision on the pilot program report.			
c) Non customer-specific costs of modifying Company's customer billing systems to accommodate RRP will be recovered through a charge per kWh billed to customers taking service under rates RS and GS.			
d) Company will file a report on RRP with the Commission within six months after the first three years of implementation of the pilot program. Such report will detail findings and recommendations.			
<b>RATE</b>			
Basic Service Charge:	\$20.00 per month		
Plus an Energy Demand Charge:			
Low Cost Hours (P <sub>1</sub> ):	\$0.04556 per kWh		
Medium Cost Hours (P <sub>2</sub> ):	\$0.05768 per kWh		
High Cost Hours (P <sub>3</sub> ):	\$0.11103 per kWh		
Critical Cost Hours (P <sub>4</sub> ):	\$0.30267 per kWh		
<b>DETERMINATION OF PRICING PERIODS</b>			
Pricing periods are established in Eastern Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for price levels P <sub>1</sub> , P <sub>2</sub> , and P <sub>3</sub> are as follows:			
<u>Summer peak months of June through September</u>			
	Low (P <sub>1</sub> )	Medium (P <sub>2</sub> )	High (P <sub>3</sub> )
Weekdays	9 P.M. – 10 A.M.	10 A.M. – 1 P.M. 6 P.M. – 9 P.M.	1 P.M. – 6 P.M.
Weekends	6 P.M. – 1 P.M.	1 P.M. – 6 P.M.	
<u>All other months October continuously through May</u>			
	Low (P <sub>1</sub> )	Medium (P <sub>2</sub> )	High (P <sub>3</sub> )
Weekdays	10 P.M. – 8 A.M.	8 A.M. – 6 P.M.	6 P.M. – 10 P.M.
Weekends	10 P.M. – 6 P.M.	6 P.M. – 10 P.M.	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 76.1

**Standard Rate**

**RRP**

## **Residential Responsive Pricing Service**

The hours of the responsive pricing periods for price level P<sub>4</sub> shall be determined at the discretion of Company. Each customer will be notified by electronic signal at least one half hour prior to the start of price level P<sub>4</sub>. The cumulative hours for P<sub>4</sub> shall not exceed 80 hours annually or 6 hours daily.

### **ADJUSTMENT CLAUSES**

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92

### **MINIMUM CHARGE**

The Basic Service Charge shall be the minimum charge.

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### **DUE DATE OF BILL**

Customer's payment will be due within twelve (12) days from the date of the bill.

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### **LATE PAYMENT CHARGE**

If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.

### **TERMS OF CONTRACT**

For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.

### **TERMS AND CONDITIONS**

Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional pilot program will not be eligible for Company's Budget Payment Plan.

**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 77

Standard Rate	GRP		
General Responsive Pricing Service			
<b>APPLICABLE</b>			
In the territory served by Company and falling in four meter reading routes selected by Company for testing "smart meters" and customer reaction to responsive pricing.			
<b>AVAILABILITY OF SERVICE</b>			
GRP shall be available as an optional pilot program to any customer for alternating current service, single-phase or three-phase, for lighting, power, and other general usage, measured and delivered at one of Company's standard distribution secondary voltages for three years and shall remain in effect until modified or terminated by order of the Commission.			
a) GRP is restricted to a maximum of fifty (50) customers eligible for Rate GS in any year. Company will notify all eligible customers of GRP and accept applications on a first-come-first-served basis.			
b) No customers will be accepted on GRP following the end of the second year of the pilot program. A customer exiting the pilot program or disconnected for non-pay will not be allowed to return to it until the Commission has issued a decision on the pilot program report.			
c) Non customer-specific costs of customer billing systems to bill customers will be recovered through a charge per kWh billed to customers taking service under rates RS and GS.			
d) Company will file a report on GRP with the Commission within six months after the first three years of implementation of the pilot program. Such report will detail findings and recommendations.			
<b>RATE</b>			
Basic Service Charge:	\$30.00 per meter per month for single-phase service \$45.00 per meter per month for three-phase service		
Plus an Energy Demand Charge:			
Low Cost Hours (P <sub>1</sub> ):	\$0.05696 per kWh		
Medium Cost Hours (P <sub>2</sub> ):	\$0.07291 per kWh		
High Cost Hours (P <sub>3</sub> ):	\$0.15258 per kWh		
Critical Cost Hours (P <sub>4</sub> ):	\$0.33052 per kWh		
<b>DETERMINATION OF PRICING PERIODS</b>			
Pricing periods are established in Eastern Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for price levels P <sub>1</sub> , P <sub>2</sub> , and P <sub>3</sub> are as follows:			
<u>Summer peak months of June through September</u>			
	Low (P <sub>1</sub> )	Medium (P <sub>2</sub> )	High (P <sub>3</sub> )
Weekdays	9 P.M. – 10 A.M.	10 A.M. – 1 P.M. 6 P.M. – 9 P.M.	1 P.M. – 6 P.M.
Weekends	6 P.M. – 1 P.M.	1 P.M. – 6 P.M.	
<u>All other months October continuously through May</u>			
	Low (P <sub>1</sub> )	Medium (P <sub>2</sub> )	High (P <sub>3</sub> )
Weekdays	10 P.M. – 8 A.M.	8 A.M. – 6 P.M.	6 P.M. – 10 P.M.
Weekends	10 P.M. – 6 P.M.	6 P.M. – 10 P.M.	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 77.1

**Standard Rate**

**GRP**

**General Responsive Pricing Service**

The hours of the responsive pricing periods for price level P<sub>4</sub> shall be determined at the discretion of Company. Each customer will be notified by electronic signal at least one half hour prior to the start of price level P<sub>4</sub>. The cumulative hours for P<sub>4</sub> shall not exceed 80 hours annually or 6 hours daily.

### ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91

### MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

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### DUE DATE OF BILL

Customer's payment will be due within twelve (12) days from the date of the bill.

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### LATE PAYMENT CHARGE

If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.

### TERMS OF CONTRACT

For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.

### TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional pilot program will not be eligible for Company's Budget Payment Plan.

**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

**Standard Rate Rider**

**RTP**

**Real-Time Pricing Rider**

**APPLICABLE**

In all territory served by the Company.

**AVAILABILITY OF SERVICE**

RTP shall be offered as an optional three (3) year pilot program and is available as a rider to the Company's P.S.C. Electric No. 6 CTOD, ITOD, or IS rate schedules for customers having received service under those schedules for a minimum of one (1) year as of December 1, 2008. Service will be provided under RTP following its approval and shall remain in effect until modified or terminated by order of the Commission.

- a) No customers will be accepted on RTP following the end of the second year of the pilot program. A customer exiting the pilot program or disconnected for non-pay will not be allowed to return to it until the Commission has issued a decision on the pilot program report.
- b) The Company will file a report on RTP with the Commission within six months after the first three years of implementation of the pilot program. Such report will detail findings and recommendations.
- c) Service under RTP may not be taken in conjunction with any other load reduction riders such as but not limited to CSR, LRI, or NMS.

**BILLING**

Customers participating in the RTP Pilot will be billed monthly based on the following calculation:

$$\text{RTP Bill} = \text{SB} + \text{PC} + \sum_{t=1}^n \{ \text{Price}_t \times (\text{AL}_t - \text{CBL}_t) \}$$

Where:

- RTP Bill = Customer's bill for service under this tariff in a specific month.
- SB = Customer's bill for the current billing period based on current usage and billed under the appropriate standard rate schedule.
- PC = Customer specific program charge.
- $\sum_{t=1}^n$  = Sum of all hours of the billing period from t=1 to n.
- Price<sub>t</sub> = Real-time day-ahead marginal generation supply cost for hour t.
- AL<sub>t</sub> = Customer's actual kVA load for hour t.
- CBL<sub>t</sub> = Customer's baseline kVA load for hour t.

**HOURLY PRICING**

Hourly prices (Price<sub>t</sub>) are determined each day based on projections of the marginal generation supply cost for the next day and adjusted for losses to the customer's delivery voltage. Hourly prices will be provided on a day-ahead basis to Customer. The Company may revise these prices the day before they become effective. Prices become binding at 4:00 p.m. of the preceding day. Service under RTP will require customer enter into a confidentiality agreement with the Company to protect the day ahead hourly prices.

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**Standard Rate Rider**

**RTP**

**Real-Time Pricing Rider**

**CUSTOMER BASELINE LOAD (CBL)**

The CBL is based on one complete calendar year of hourly kVA firm load data developed from actual historical metered interval data for the Customer's specific service delivery and mutually agreed to by Customer and Company. The CBL is determined by:

1. selecting the historical calendar period that corresponds to the current billing period,
2. shifting the historical calendar period back no more than 4 days or forward until the days of the week agree for the historical calendar period and the current billing period, and
3. adjusting on a pro rata basis each hour of the historical calendar period so that the sum of the hourly kVA loads for the historical calendar period matches the sum of the hourly kVA loads for the current billing period.

**PROGRAM CHARGE (PC)**

A program charge of \$57 per billing period shall be added to the Customer's bill to cover the additional customer specific costs associated with the pilot program.

**MINIMUM CHARGE**

The minimum charge in the applicable Standard Tariff shall apply plus PC, customer specific program charge.

**TERMS OF CONTRACT**

For a fixed term of not less than one year and for such time thereafter until terminated by either party giving 30 days written notice to the other of the desire to terminate.

**TERMS AND CONDITIONS**

Except as provided above, all other provisions of the power rate to which this schedule is a rider shall apply.

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**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 79

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Standard Rate

LEV

## Low Emission Vehicle Service

### APPLICABLE

In the territory served.

### AVAILABILITY OF SERVICE

LEV shall be available as option to customers otherwise served under rate schedule RS to encourage off-peak power for low emission vehicles.

- 1) LEV is a three year pilot program that may be restricted to a maximum of one hundred (100) customers eligible for Rate RS in any year and shall remain in effect until modified or terminated by order of the Commission. Company will accept applications on a first-come-first-served basis.
- 2) This service is restricted to customers who demonstrate power delivered to premises is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
  - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises,
  - b) natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises.
- 3) A customer exiting the pilot program or disconnected for non-payment may not be allowed to return to it until the Commission has issued a decision on the pilot program report.
- 4) Company will file a report on LEV with the Commission within six months after the first three years of implementation of the pilot program. Such report will detail findings and recommendations.

### RATE

Basic Service Charge:	\$15.00 per month
Plus an Energy Charge:	
Off Peak Hours:	\$ 0.04556 per kWh
Intermediate Hours:	\$ 0.06449 per kWh
Peak Hours:	\$ 0.12414 per kWh

### ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause	Sheet No. 85
Demand Side Management Cost Recovery Mechanism	Sheet No. 86
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee Rider	Sheet No. 90
School Tax	Sheet No. 91
Home Energy Assistance Program	Sheet No. 92

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 79.1

Standard Rate	LEV		
Low Emission Vehicle Service			
<b>DETERMINATION OF PRICING PERIODS</b>			
Pricing periods are established in Eastern Standard Time year round by season for weekdays and weekends. The hours of the pricing periods for the price levels are as follows:			
<u>Summer months of May through September</u>			
	<u>Off-Peak</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	10 PM - 10 AM	10 AM - 1 PM 7 PM - 10 PM	1 PM - 7 PM
Weekends	All Hours		
<u>All other month of October continuously through April</u>			
	<u>Off-Peak</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	10 PM - 6 AM	12 Noon - 10 PM	6 AM - 12 Noon
Weekends	All Hours		
<b>MINIMUM CHARGE</b>			
The Basic Service Charge shall be the minimum charge.			
<b>DUE DATE OF BILL</b>			
Customer's payment will be due within twelve (12) days from the date of the bill.			
<b>LATE PAYMENT CHARGE</b>			
If full payment is not received within three (3) days from the due date of the bill, a 5% late payment charge will be assessed on the current month's charges.			
<b>TERMS OF CONTRACT</b>			
For a fixed term of not less than one (1) year and for such time thereafter until terminated by either party giving thirty (30) days written notice to the other of the desire to terminate.			
<b>TERMS AND CONDITIONS</b>			
Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional pilot program will not be eligible for Company's Budget Payment Plan. Company shall install metering equipment capable of accommodating the Time of Use rate described herein.			

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**Adjustment Clause**

**FAC**

**Fuel Adjustment Clause**

**APPLICABLE.**

In all territory service.

**AVAILABILITY OF SERVICE**

This schedule is mandatory to all electric rate schedules.

- (1) The charge per kWh delivered under the rate schedules to which this fuel clause is applicable shall be increased or decreased during each month in accordance with the following formula:

$$\text{Adjustment Factor} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$$

Where "F" is the expense of fossil fuel and "S" is the kWh sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all as set out below:

- (2) Fuel costs (F) shall be the most recent actual monthly cost of:
- (a) Fossil fuel consumed in the utility's own plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus
  - (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute for the forced outages, plus
  - (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
  - (d) The cost of fossil fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
  - (e) All fuel costs shall be based on weighted average inventory costing.
- (3) Forced Outages are all nonscheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel cost (F) in subsection (2)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 85.1

Adjustment Clause	FAC
<b>Fuel Adjustment Clause</b>	
<p>(4) Sales (S) shall be all kWh's sold, excluding inter-system sales. Where, for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to in subsection (2)(d) above, less (vi) total system losses. Utility used energy shall not be excluded in the determination of sales (S).</p> <p>(5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of FERC Uniform System of Accounts for Public Utilities and Licensees.</p> <p>(6) Base (b) period shall be the twelve (12) months ending October 2008 and the base fuel factor is \$0.02058 per kWh.</p> <p>(7) Current (m) period shall be the second month preceding the month in which the Fuel Clause Adjustment Factor is billed.</p> <p>(8) Pursuant to the Public Service Commission's Order in Case No. 2008-00521 dated May 28, 2009, the Fuel Adjustment Clause will become effective with bills rendered on and after the first billing cycle for July 2009, which begins June 29, 2009.</p>	

**Date of Issue: January 29, 2010**

**Date Effective: With Bills Rendered On and After June 29, 2009**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

<b>Adjustment Clause</b>	<b>DSM</b>
<b>Demand-Side Management Cost Recovery Mechanism</b>	
<p><b>APPLICABLE</b> In all territory served.</p>	
<p><b>AVAILABILITY OF SERVICE</b> This schedule is mandatory to Residential Rate RS, Volunteer Fire Department Rate VFD, General Service Rate GS, Power Service Rate PS, Industrial Time-of-Day Secondary Service Rate ITODS, Commercial Time-of-Day Secondary Service Rate CTODS, Industrial Time-of-Day Primary Service Rate ITODP, Commercial Time-of-Day Primary Service Rate CTODP, Retail Transmission Service Rate RTS, Residential Responsive Pricing Service Rate RRP, General Responsive Pricing Service Rate RRP, and Low Emission Vehicle Service Rider LEV. Industrial customers who elect not to participate in a demand-side management program hereunder shall not be assessed a charge pursuant to this mechanism. For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32 and 33. All other non-residential customers will be defined as "commercial."</p>	
<p><b>RATE</b> The monthly amount computed under each of the rate schedules to which this Demand-Side Management Cost Recovery Mechanism is applicable shall be increased or decreased by the DSM Cost Recovery Component (DSMRC) at a rate per kilowatt hour of monthly consumption in accordance with the following formula:</p> <p style="text-align: center;"><b>DSMRC = DCR + DRLS + DSMI + DBA</b></p> <p>Where:</p> <p><b>DCR = DSM COST RECOVERY</b> The DCR shall include all expected costs which have been approved by the Commission for each twelve-month period for demand-side management programs which have been developed through a collaborative advisory process ("approved programs"). Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees and administrative expenses, will be recovered through the DCR. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated budget from each program. The cost of approved programs shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DCR for such rate class.</p> <p><b>DRLS = DSM REVENUE FROM LOST SALES</b> Revenues from lost sales due to DSM programs implemented on and after the effective date of this tariff and will be recovered as follows:</p> <ol style="list-style-type: none"> <li>1) For each upcoming twelve-month period, the estimated reduction in customer usage (in kWh) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per kWh for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the Residential, Volunteer Fire Department, General Service,</li> </ol>	

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**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

Adjustment Clause	DSM
Demand-Side Management Cost Recovery Mechanism	
<p><b>RATE</b> (continued)</p> <p>Residential Responsive Pricing, General Responsive Pricing, and LEV customer classes is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, VFD, GS, RRP, GRP, and LEV rate schedules in the upcoming twelve-month period the weighted average price per kWh of expected billings under the energy charges contained in the RS, VFD, GS, RRP, GRP, and LEV rate schedules in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (rate schedules PS, ITODS, CTODS, ITODP, and CTODP) is defined as the weighted average price per kWh represented by the composite of the expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.</p> <p>2) The lost revenues for each customer class shall then be divided by the estimated class sales (in kWh) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenue from lost sales calculated for a twelve-month period shall be included in the DRLS for thirty-six (36) months or until implementation of new rates pursuant to a general rate case, whichever comes first. Revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales.</p> <p>Revenues collected hereunder are based on engineering estimates of energy savings, expected program participation and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the DSM Balance Adjustment (DBA) component.</p> <p>A program evaluation vendor will be selected to provide evaluation criteria against which energy savings will be estimated for that program. Each program will be evaluated after implementation and any revision of the original engineering estimates will be reflected in both (a) the retroactive true-up provided for under the DSM Balance Adjustment and (b) the prospective future lost revenues collected hereunder.</p> <p><b>DSMI = DSM INCENTIVE</b></p> <p>For all Energy Impact Programs except Direct Load Control, the DSM incentive amount shall be computed by multiplying the net resource savings expected from the approved programs which are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings. For Energy Education and Direct Load Control Programs, the DSM incentive amount shall be computed by multiplying the annual cost of the approved programs which are to be installed during the upcoming twelve-month period times five (5) percent.</p> <p>The DSM incentive amount related to programs for Residential Rate RS, Volunteer Fire Department Rate VFD, General Service Rate GS, Power Service Rate PS, Commercial</p>	<p>T</p> <p>T</p> <p>T</p> <p>T</p> <p>T</p> <p>T</p> <p>T</p> <p>T</p>

**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

Adjustment Clause	DSM
<b>Demand-Side Management Cost Recovery Mechanism</b>	
<p>Time-of-Day Secondary Service Rate CTODS, and Commercial Time-of-Day Primary Service Rate CTODP, Residential Responsive Pricing Service Rate RRP, General Responsive Pricing Service Rate GRP, and Lower Emission Vehicle Service Rider LEV shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSM incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.</p>	
<p><b>DBA = DSM BALANCE ADJUSTMENT</b></p>	
<p>The DBA shall be calculated on a calendar year basis and is used to reconcile the difference between the amount of revenues actually billed through the DCR, DRLS, DSMI and previous application of the DBA and the revenues which should have been billed, as follows:</p>	
<ol style="list-style-type: none"> <li>1) For the DCR, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the DCR unit charge and the actual cost of the approved programs during the same twelve-month period.</li> <li>2) For the DRLS the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DRLS unit charge and the amount of lost revenues determined for the actual DSM measures implemented during the twelve-month period.</li> <li>3) For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.</li> <li>4) For the DBA, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DBA and the balance adjustment amount established for the same twelve-month period.</li> </ol>	
<p>The balance adjustment amounts determined on the basis of the above paragraphs (1)-(4) shall include interest applied to the monthly amounts, such interest to be calculated at a rate equal to the average of the "Three-month Commercial Paper Rate" for the immediately preceding twelve-month period. The total of the balance adjustment amounts shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DBA for such rate class. DSM balance adjustment amounts will be assigned for recovery purposes to the rate classes to which over- or under-recoveries of DSM amounts were realized.</p>	
<p>The filing of modifications to the DSMRC which require changes in the DCR component shall be made at least two months prior to the beginning of the effective period for billing.</p>	
<p>Modifications to other components of the DSMRC shall be made at least thirty (30) days prior to the effective period for billing. Each filing shall include the following information as applicable:</p>	
<ol style="list-style-type: none"> <li>1) A detailed description of each DSM program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies which have been performed, as available.</li> <li>2) A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA and DSMRC.</li> </ol>	
<p>Each change in the DSMRC shall be placed into effect with bills rendered on and after the effective date of such change.</p>	

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 86.3

Adjustment Clause	DSM	
<u>Demand-Side Management Cost Recovery Mechanism</u>		
<b>Monthly Adjustment Factors</b>		
<u>Residential Rate RS, Volunteer Fire Department VFD, Residential Responsive Pricing Rate RRP, and Low Emission Vehicle Service LEV</u>		<u>Energy Charge</u>
DSM Cost Recovery Component (DCR)	\$ 0.00243	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00124	per kWh
DSM Incentive (DSMI)	\$ 0.00011	per kWh
DSM Balance Adjustment (DBA)	\$(0.00088)	per kWh
Total DSMRC for Rates RS, VFD, RRP and LEV	\$ 0.00290	per kWh
<u>General Service Rate GS and General Responsive Pricing Rate GRP</u>		<u>Energy Charge</u>
DSM Cost Recovery Component (DCR)	\$ 0.00062	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00129	per kWh
DSM Incentive (DSMI)	\$ 0.00003	per kWh
DSM Balance Adjustment (DBA)	\$(0.00101)	per kWh
Total DSMRC for Rates GS and GRP	\$ 0.00093	per kWh
<u>Commercial Service Under Power Service Rate PS</u>		<u>Energy Charge</u>
DSM Cost Recovery Component (DCR)	\$ 0.00045	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00079	per kWh
DSM Incentive (DSMI)	\$ 0.00002	per kWh
DSM Balance Adjustment (DBA)	\$(0.00031)	per kWh
Total DSMRC for Rate PS	\$ 0.00095	per kWh
<u>Commercial Time-of-Day Secondary Service Rate CTODS and Commercial Time-of-Day Primary Service Rate CTODP</u>		<u>Energy Charge</u>
DSM Cost Recovery Component (DCR)	\$ 0.00031	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00078	per kWh
DSM Incentive (DSMI)	\$ 0.00002	per kWh
DSM Balance Adjustment (DBA)	\$(0.00021)	per kWh
Total DSMRC for Rates CTODS and CTODP	\$ 0.00090	per kWh

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# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 86.4

Adjustment Clause	DSM	
Demand-Side Management Cost Recovery Mechanism		
<b>Monthly Adjustment Factors</b>		
Industrial Service Under Rate PS, Industrial Time-of-Day Secondary Service Rate ITODS Industrial Time-of-Day Primary Service Rate ITODP, <u>and Retail Transmission Rate RTS</u>		<u>Energy Charge</u>
DSM Cost Recovery Component (DCR)	\$ 0.00000	per kWh
DSM Revenues from Lost Sales (DRLS)	\$ 0.00000	per kWh
DSM Incentive (DSMI)	\$ 0.00000	per kWh
DSM Balance Adjustment (DBA)	\$ <u>0.00000</u>	per kWh
Total DSMRC for Rates PS, ITODS, ITODP, and RTS	\$ 0.00000	per kWh

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Date of Issue: January 29, 2010

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**Adjustment Clause**

**ECR**

**Environmental Cost Recovery Surcharge**

**APPLICABLE**

In all territory served.

**AVAILABILITY OF SERVICE**

To electric rate schedules RS, VFD, GS, CPS, PS, CTODS, ITODS, CTODP, ITODP, RTS, FLS, LS, RLS, LE, TE, LEV, FAC, and DSM.

**RATE**

The monthly billing amount under each of the schedules to which this mechanism is applicable, including the fuel clause and demand-side management cost recovery mechanism, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

$$CESF = E(m) / R(m)$$

CESF = Current Environmental Surcharge Factor

E(m) is the jurisdictional total of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month and R(m) is the revenue for the current expense month as set forth below.

**DEFINITIONS**

- 1) For all Plans,  $E(m) = [(RB/12) (ROR + (ROR - DR) (TR / (1 - TR)))] + OE - BAS + BR$ 
  - a) RB is the Total Environmental Compliance Rate Base.
  - b) ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall rate of return [cost of short-term debt, long-term debt, preferred stock, and common equity].
  - c) DR is the Debt Rate [cost of short-term debt, and long-term debt].
  - d) TR is the Composite Federal and State Income Tax Rate.
  - e) OE is the Operating Expenses [Depreciation and Amortization Expense, Property Taxes, Insurance Expense; adjusted for the Average Month Expense already included in existing rates]. Includes operation and maintenance expense recovery authorized by the K.P.S.C. in prior amended ECR Plan proceedings.
  - f) BAS is the total proceeds from by-product and allowance sales.
  - g) BR is the operation and maintenance expenses, and/or revenues if applicable, associated with Beneficial Reuse.
- 2) Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor and reduced by current expense month ECR revenue collected through base rates to arrive at the Net Jurisdictional E(m).
- 3) The revenue R(m) is the average monthly base revenue for the Company for the 12 months ending with the current expense month. Base revenue includes the customer, energy and demand charge for each schedule to which this mechanism is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule.
- 4) Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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**Date of Issue: January 29, 2009**

**Date Effective: With Bills Rendered On and After January 28, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 90

## Adjustment Clause

FF

### Franchise Fee Rider

#### APPLICABLE

In all territory served.

#### AVAILABILITY OF SERVICE

Available as an option for collection of revenues within governmental jurisdictions which impose on Company franchise fees, permitting fees, local taxes or other charges by ordinance, franchise, or other governmental directive and not otherwise collected in the charges of Company's base rate schedules.

#### DEFINITIONS

Base Year - the twelve-month period ending November 30.

Collection Year - the full calendar year following the Base Year.

Base Year Amount -

- 1) a percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- 2) License fees, permit fees, or other costs specifically borne by Company for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to Company by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by Company as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by Company in accordance with applicable Rules and Regulations approved by and under the direction of the Kentucky Public Service Commission; and
- 3) any adjustment for over or under collection of revenues associated with the amounts in 1) or 2).

#### RATE

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

#### BILLING

- 1) The franchise charge will be applied exclusively to the base rate and all riders of bills of customers receiving service within the franchising governmental jurisdiction, before taxes.
- 2) The franchise charge will appear as a separate line item on the Customer's bill and show the unit of government requiring the franchise.
- 3) Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.

#### TERM OF CONTRACT

As agreed to in the franchise agreement. In the event such franchise agreement should lapse but payment of franchise fees, other local taxes, or permitting fees paid by Company by ordinance, franchise, or other governmental directive should continue, collection shall continue under this tariff.

#### TERMS AND CONDITIONS

Service will be furnished in accordance with the provisions of the franchise agreement in so far as those provisions do not conflict with the Terms and Conditions applicable to Company approved by and under the direction of the Kentucky Public Service Commission.

**Date of Issue: January 29, 2010**

**Date Effective: October 16, 2003**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 91

Adjustment Clause	ST School Tax
<p><b>APPLICABLE</b> In all territory served.</p>	
<p><b>AVAILABILITY OF SERVICE</b> This schedule is applied as a rate increase to all other schedules pursuant to KRS 160.617 for the recovery by the utility of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.613.</p>	
<p><b>RATE</b> The utility gross receipts license tax authorized under state law.</p>	

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Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

<b>Adjustment Clause</b>	<b>HEA</b>
<b>Home Energy Assistance Program</b>	
<b>APPLICABLE</b>	
In all territory served.	
<b>AVAILABILITY</b>	
To all residential customers.	
<b>RATE</b>	
\$0.15 per meter per month.	
<b>BILLING</b>	
The HEA charge shall be shown as a separate item on customer bills.	
<b>SERVICE PERIOD</b>	
The Home Energy Assistance charge will be applied to all residential electric bills rendered during the billing cycles commencing October 1, 2007 through September 30, 2012, or as otherwise directed by the Public Service Commission. Proceeds from this charge will be used to fund residential low-income demand-side management Home Energy Assistance programs which have been designed through a collaborative advisory process and then filed with, and approved by, the Commission.	

**Date of Issue: January 29, 2010**

**Date Effective: February 6, 2009**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### Customer Bill of Rights

As a residential customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.
- If you have not been disconnected, you have the right to maintain your natural gas and electric service for up to thirty (30) days, provided you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your natural gas or electric service reconnected between the months of November through March provided you:
  - 1) Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
  - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
  - 3) Accept referral to the Human Resources' Weatherization Program, and
  - 4) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with your utility (call Toll Free 1-800-772-4636).

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**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### General

#### COMMISSION RULES AND REGULATIONS

All electric service supplied by Company shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky.

#### COMPANY TERMS AND CONDITIONS

In addition to the rules and regulations of the Commission, all electric service supplied by Company shall be in accordance with these Terms and Conditions, which shall constitute a part of all applications and contracts for service.

#### RATES, TERMS AND CONDITIONS ON FILE

A copy of the rate schedules, terms, and conditions under which electric service is supplied is on file with the Public Service Commission of Kentucky. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of Company where bills may be paid.

#### ASSIGNMENT

No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.

#### RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days prior written notice by either party.

#### AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF P.S.C. OF KY.

No agent has power to amend, modify, alter, or waive any of these Terms and Conditions, or to bind Company by making any promises or representations not contained herein.

#### SUPERSEDE PREVIOUS TERMS AND CONDITIONS

These Terms and Conditions supersede all terms and conditions under which Company has previously supplied electric service.

Date of Issue: January 29, 2010

Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky



**TERMS AND CONDITIONS**  
**Customer Responsibilities**

**APPLICATION FOR SERVICE**

A written application or contract, properly executed, may be required before Company is obligated to render electric service. Company shall have the right to reject for valid reasons any such application or contract.

All applications for service shall be made in the legal name of the party desiring the service.

Where an unusual expenditure for construction or equipment is necessary or where the proposed manner of using electric service is clearly outside the scope of Company's standard rate schedules, Company may establish special contracts giving effect to such unusual circumstances. Customer accepts that non-standard service may result in the delay of required maintenance or, in the case of outages, restoration of service.

**TRANSFER OF APPLICATION**

Applications for electric service are not transferable and new occupants of premises will be required to make application for service before commencing the use of electricity. Customers who have been receiving electric service shall notify Company when discontinuance of service is desired, and shall pay for all electric service furnished until such notice has been given and final meter readings made by Company.

**CONTRACTED DEMANDS**

For rate applications where billing demand minimums are determined by the Contract Demand customer shall execute written Contract prior to rendering of service. At Company's sole discretion, in lieu of a written contract, a completed load data sheet or other written load specification, as provided by Customer, can be used to determine the maximum load on Company's system for determining Contract Demand minimum.

**OPTIONAL RATES**

If two or more rate schedules are available for the same class of service, it is Customer's responsibility to determine the options available and to designate the schedule under which customer desires to receive service.

Company will, at any time, upon request, advise any customer as to the most advantageous rate for existing or anticipated service requirements as defined by Customer, but Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.

In those cases in which the most favorable rate is difficult to predetermine, Customer will be given the opportunity to change to another schedule, unless otherwise prevented by the rate schedule under which Customer is currently served, after trial of the schedule originally designated; however, after the first such change, Company shall not be required to make a change in schedule more often than once in twelve months.

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**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

**TERMS AND CONDITIONS**  
**Customer Responsibilities**

From time to time, Customer should investigate Customer's operating conditions to determine a desirable change from one available rate to another. Company, lacking knowledge of changes that may occur at any time in Customer's operating conditions, does not assume responsibility that customers will at all times be served under the most beneficial rate.

In no event will Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service.

**CUSTOMER'S EQUIPMENT AND INSTALLATION**

Customer shall furnish, install and maintain at Customer's expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility company, Customer will notify Company of their intention in advance of the commencement of construction.

**OWNER'S CONSENT TO OCCUPY**

Customer shall grant easements and rights-of-way on and across Customer's property at no cost to Company.

**ACCESS TO PREMISES AND EQUIPMENT**

Company shall have the right of access to Customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. Customer shall not construct or permit the construction of any structure or device which will restrict the access of Company to its equipment for any of the above purposes.

**PROTECTION OF COMPANY'S PROPERTY**

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of Company.

**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

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**TERMS AND CONDITIONS**  
**Customer Responsibilities**

**POWER FACTOR**

Company installs facilities to supply power to its customers at or near unity power factor.

Company expects any customer to use apparatus which shall result in a power factor near unity. However, Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90 percent either lagging or leading.

Where Customer's power factor is less than 90 percent, Company reserves the right to require the customer to furnish, at Customer's own expense, suitable corrective equipment to maintain a power factor of 90 percent or higher.

**EXCLUSIVE SERVICE ON INSTALLATION CONNECTED**

Except in cases where Customer has contracted with Company for reserve or auxiliary service, no other electric light or power service will be used by Customer on the same installation in conjunction with Company's service, either by means of a throw-over switch or any other connection.

**LIABILITY**

Customer assumes all responsibility for the electric service upon Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.

**NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD**

The service connections, transformers, meters, and appurtenances supplied by Company for the rendition of electric service to its customers have a definite capacity which may not be exceeded without damage. In the event that Customer contemplates any material increase in Customer's connected load, whether in a single increment or over an extended period, Customer shall immediately give Company written notice of this fact so as to enable it to enlarge the capacity of such equipment. In case of failure to give such notice, Customer may be held liable for any damage done to meters, transformers, or other equipment of Company caused by such material increase in the Customer's connected load. Should Customer make a permanent change in the operation of electrical equipment that materially reduces the maximum load required by Customer, Company may reduce Customer's contract capacity.

**PERMITS**

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company's distribution lines, Customer shall obtain from the proper owner or owners the necessary consent to the installation and maintenance in said premises and in or about such intervening property of

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## TERMS AND CONDITIONS

### Customer Responsibilities

#### PERMITS (continued)

all such wiring or other customer-owned electrical equipment as may be necessary or convenient for the supply of electric service to customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, Company shall obtain the aforementioned consent.

The construction of electric facilities to provide service to a number of customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a customer's premises be used to supply service to neighboring customers. Accordingly, each customer taking Company's electric service shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by Company in a reasonable manner and with due regard for the convenience of the customer.

Company shall make or cause to be made application for any necessary street permits, and shall not be required to supply service under Customer's application until a reasonable time after such permits are granted.

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**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### Company Responsibilities

#### METERING

The electricity used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

#### POINT OF DELIVERY OF ELECTRICITY

The point of delivery of electrical energy supplied by Company shall be at the point, as designated by Company, where Company's facilities are connected with the facilities of Customer, irrespective of the location of the meter

#### EXTENSION OF SERVICE

The main transmission lines of Company, or branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, Company may require such definite and written guarantees from a customer, or group of customers, in addition to any minimum payments required by the Tariff as may be necessary. This requirement may also be made covering the repayment, within a reasonable time, of the cost of tapping such existing lines for light or power service or both.

#### COMPANY'S EQUIPMENT AND INSTALLATION

Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity at the voltage contracted for, to Customer's electric facilities.

Company will furnish, install, and maintain at its expense the necessary meter or meters. (The term meter as used here and elsewhere in these rules and regulations shall be considered to include all associated instruments and devices, such as current and potential transformers installed for the purpose of measuring deliveries of electricity to the customer.) Suitable provision for Company's meter, including an adequate protective enclosure for the same if required, shall be made by Customer. Title to the meter shall remain with Company, with the right to install, operate, maintain, and remove same. Customer shall protect such property of Company from operate, maintain, and remove same. Customer shall protect such property of Company from loss or damage, and no one who is not an agent of Company shall be permitted to remove, damage, or tamper with the same. Customer shall execute such reasonable form of easement agreement as may be required by Company.

Notwithstanding the provisions of 807 KAR 5:006, Section 13(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for commercial or industrial service shall furnish Company with realistic estimates of prospective electricity requirements.

**Date of Issue: January 29, 2010**

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**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### Company Responsibilities

#### COMPANY NOT LIABLE FOR INTERRUPTIONS

Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

#### COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of Company

#### LIABILITY

In no event shall Company have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that Customer's use of Company's service causes damage to Company's property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

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**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### Character of Service

Electric service, under the rate schedule herein, will be 60 cycle, alternating current delivered from Company's various load centers and distribution lines at typical nominal voltages and phases, as available in a given location, as follows:

#### SECONDARY VOLTAGES

Residential Service -

Single phase 120/240 volts three-wire service or 120/208Y volts three-wire service where network system is available.

Non-Residential Service -

- 1) Single phase 120/240 volts three-wire service or 120/208Y three-wire service where network system is available.
- 2) Three phase 240 volts three-wire, 480 volts three-wire service, 120/208Y volts four-wire service, or 277/480Y volts four-wire service.

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#### PRIMARY VOLTAGES

According to location, 2400/4160Y volts, 7200/12,470Y volts, 13,800 volts, or 34,500 volts.

#### TRANSMISSION VOLTAGES

According to location, 69,000 volts, 138,000 volts, or 345,000 volts.

The voltage available to any individual customer shall depend upon the voltage of Company's lines serving the area in which such customer's electric load is located.

#### RESTRICTIONS

1. Except for minor loads, with approval of the Company, two-wire service is restricted to those customers on service July 1, 2004.
2. To be eligible for the rate applicable to any delivery voltage other than secondary voltage, a customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the primary or transmission voltage available at point of connection.
  - a) In the event Company is required to provide transformation to reduce an available voltage to a lower voltage for delivery to Customer, Customer shall be served at the rate applicable to the lower voltage; provided, however, that if the same rate is applicable to both the available voltage and the delivery voltage, Customer may be required to make a non-refundable payment to reflect the additional investment required to provide service.
  - b) The available voltage shall be the voltage on that distribution or transmission line which the Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of Customer.

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Date of Issue: January 29, 2010

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## TERMS AND CONDITIONS

### Residential Rate Specific Terms and Conditions

Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances, and other domestic purposes.

1. Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, Company will require, as a condition precedent to the application of the residential rate, that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to Customer, Company will allow service to two or more families to be taken through one meter, but in this event the minimum bills of the applicable residential rate shall be multiplied by the number of families thus served, such number of families to be determined on the basis of the number of kitchens in the building. At Customer's option, in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to one customer at an appropriate non-residential rate.
2. Single family unit service shall include usage of electric energy customarily incidental to home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is carried on by Customer in his residence.
3. A residential building used by a single family as a home, which is also used to accommodate roomers or boarders for compensation, will be billed at the residential rate provided it does not exceed twelve (12) rooms in size. Such a residential building of more than twelve (12) rooms used to accommodate roomers or borders for compensation will be classified as commercial and billed on the appropriate rate. In determining the room rating of rooming and boarding houses, all wired rooms shall be counted except hallways, vestibules, alcoves, closets, bathrooms, lavatories, garrets, attics, storage rooms, trunk rooms, basements, cellars, porches and private garages.
4. Service used in residential buildings occupied by fraternity or sorority organizations associated with educational institutions will be classified as residential and billed at the residential rate.
5. Where both residential and general or commercial classes of service are supplied through a single meter, such combined service shall be billed at the appropriate non-residential rate. Customer may arrange his wiring so as to separate the general service from the residential service, in which event two (2) meters will be installed by Company and separate residential and general service rates applied to the respective classes of service.
6. If Customer's barns, pump house or other outbuildings are located at such distance from his residence as to make it impracticable to supply service thereto through his residential meter, the separate meter required to measure service to such remotely located buildings will be considered a separate service contract and billed as a separate customer on the applicable non-residential rate.
7. Single-phase power service used for domestic purposes will be permitted under Residential Rate RS when measured through the residential meter subject to the conditions set forth below:

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**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**



## TERMS AND CONDITIONS

### Residential Rate Specific Terms and Conditions

- (a) Single-phase motors may be served at 120 volts if the locked-rotor current at rated voltage does not exceed 50 amperes. Motors with locked-rotor current ratings in excess of 50 amperes must be served at 240 volts.
- (b) Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company's electric distribution facilities at desired point of supply is such that, in Company's judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of nearby electric customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.
- (c) In the case of multi-motored devices arranged for sequential starting of the motors, the above rules are considered to apply to the locked-rotor currents of the individual motors; if arranged for simultaneous starting of the motors, the rules apply to the sum of the locked-rotor currents of all motors so started.
- (d) Any motor or motors served through a separate meter will be billed as a separate customer.

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## TERMS AND CONDITIONS

### BILLING

#### METER READINGS AND BILLS

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 6.

All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read customer meters at least quarterly, except that customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, the minimum charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty days.

When Company is unable to read Customer's meter after reasonable effort, or when Company experiences circumstances which make actual meter readings impossible or impracticable, Customer may be billed on an estimated basis and the billing will be adjusted as necessary when the meter is read.

In the event Company's meter fails to register properly by reason of damage, accident, etc., Company shall have the right to estimate Customer's consumption during the period of failure on the basis of such factors as Customer's connected load, heating degree days, and consumption during a previous corresponding period and during a test period immediately following replacement of the defective meter.

Where Company serves a customer with both electric and gas service at the same service location, Company will render a combined bill. Provided, however, a residential customer may request, and Company will render, separate bills under the following conditions: (1) Customer is being threatened with disconnection for non-payment or has already been disconnected for that reason and (2) Customer would be able to pay either the gas or electric portion of his bill and thus retain one service.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within twelve (12) days from date of rendition thereof. If full payment is not received within three (3) days after the due date of the bill, a late payment charge will be assessed on the current month's charges. There will be no adverse credit impact on the customer's payment and credit record, including credit scoring, both internally and externally, and the account will not be considered delinquent for any purpose if the Company receives the customer's payment within fifteen days after the date on which the Company issues the customer's bill.

Failure to receive a bill does not exempt Customer from these provisions of Company's Terms and Conditions.

#### READING OF SEPARATE METERS NOT COMBINED

For billing purposes, each meter upon Customer's premises will be considered separately and readings of two or more meters will not be combined except where Company's operating convenience requires the installation of two or more meters upon the customer's premises instead of one meter.

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**TERMS AND CONDITIONS**

**BILLING**

**CLASSIFICATION OF CUSTOMERS**

For purposes of rate application hereunder, non-residential customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32 and 33. All other non-residential customers will be defined as "commercial."

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**MONITORING OF CUSTOMER USAGE**

In order to detect unusual deviations in individual customer consumption, Company will monitor the usage of each customer at least once annually. In addition, Company may investigate usage deviations brought to its attention as a result of its ongoing meter reading or billing processor customer inquiry. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause, Company may perform a detailed analysis of Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of the customer's meter reading and billing records, Company may contact Customer to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether it shows an average error greater than 2 percent fast or slow. Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 10(4) and (5).

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**RESALE OF ELECTRIC ENERGY**

Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

**MINIMUM CHARGE**

Without limiting the foregoing, the Demand Charge shall be due regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including but without limitation any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) Company's ability to serve customer.

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**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

**TERMS AND CONDITIONS  
DEPOSITS**

**GENERAL**

- 1) Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 7 except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection.
- 2) Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
  - a) Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
  - b) Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service
- 3) Company may offer residential or general service customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first four (4) normal billing periods. The option to pay deposits by installments will not be offered to customers required to make a deposit as a condition of reconnection following disconnection for non-payment. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
- 4) Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

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**RESIDENTIAL**

- 1) Residential customers are those customers served under Residential Service, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$160.00, which is calculated in accordance with 807 KAR5:006, Section 7(1)(b). For combination gas and electric customers, the total deposit will be \$275.00.
- 3) Company shall retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
- 4) If a deposit is held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### Deposits

#### GENERAL SERVICE

- 1) General service customers are those customers served under General Service, Sheet No. 10.
- 2) The deposit for a general service customer is in the amount of \$220.00, which is calculated in accordance with 807 KAR5:006, Section 7(1)(b).
- 3) Company shall retain Customer's deposit as long as Customer remains on service.
- 4) For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten percent (10%), Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

#### OTHER SERVICE

- 1) The deposit for all other customers, those not classified herein as residential or general service, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR5:006, Section 7(1)(a).
- 2) For customers not meeting the parameters of GENERAL SERVICE ¶ 2, above, Company may retain Customer's deposit as long as Customer remains on service.
- 3) For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten percent (10%), Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 4) If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

**TERMS AND CONDITIONS**

**Budget Payment Plan**

Company's Budget Payment Plan is available to any residential customer or general service customer. Under this plan, a customer may elect to pay, each billing period, a budgeted amount in lieu of billings for actual usage. A customer may enroll in the plan at any time.

The budgeted amount will be determined by Company, and will be based on one-twelfth of Customer's usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during Customer's budget year. If actual usage indicates Customer's account will not be current with the final payment in Customer's budget year, Customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of Customer's next budget year.

If Customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove Customer from the plan, restore the Customer to regular billing and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months.

Failure to receive a bill in no way exempts Customer from the provisions of these terms and conditions.

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**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### Bill Format



Customer Service: (502) 589-1444 Mon-Fri 7AM-7PM(EST)  
 Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)  
 Telephone Payments: (800) 780-9723  
 Power Outage Reporting: (502) 589-3500  
 www.eon-us.com

DUE DATE	AMOUNT DUE
08/17/09	\$103.95

*Current due date applies to the current bill only. Previous amount due may be subject to disconnection.*

ACCOUNT INFORMATION	
Account Number:	3000-0604-7348
Account Name:	JOHN DOE SR.
Service Address:	220 West Main St
Next Read Will Occur:	08/28/09 - 09/03/09

Averages for Billing Period	This Year	Last Year
Average Temperature	74*	81*
Number of Days Billed	32	33
Electric/kwh per day	11.2	15.4

BILLING SUMMARY	
Previous Balance	96.76
Payment as of 08/04	(25.00)
Balance as of 08/04	71.76
Electric Charges	30.73
Utility Charges as of 08/04	30.73
Other Charges	1.46
<b>Total Amount Due</b>	<b>103.95</b>

ELECTRIC CHARGES			
Rate Type: Residential Electric Service		Meter Reading Information	
Basic Service Charge	5.00	Meter # 491289	
Energy Charge	23.90	Actual Reading on 08/03	53171
Other Charges For Above Rates		Previous Reading on 07/02	52812
Electric Fuel Adjustment (\$0.00184 x 359 kwh)	0.66	Current kwh Usage	359
Electric DSM (\$0.00193 x 359.00 kwh)	0.69	Meter Multiplier	1
Environmental Surcharge (1.080% x \$30.25)	0.33	Metered kwh Usage	359
Home Energy Assistance Fund Charge	0.15		
<b>Total Electric Charges</b>	<b>\$30.73</b>		
OTHER CHARGES			
Late Payment Charge	1.46		
<b>Total Other Charges Due</b>	<b>\$1.46</b>		
BILLING INFORMATION			
Late Charge to be Assessed 3 Days After Due Date	\$1.54		
Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.			

Please see reverse side for additional charges.  
 Customer Service (502) 589-1444

Bring entire bill when paying in person.

**PLEASE RETURN THIS PORTION WITH YOUR PAYMENT**

Account Number	Payment Due Date	Amount Due by Due Date	Amount Due 3 Days After Due Date	Winter Help Donation	Amount Enclosed
3000-0604-7348	08/17/09	\$103.95	\$105.49		\$

Check here if plan(s) requested on back of stub

Home Phone (502) 555-1000  
 OFFICE USE ONLY:  
 MFL02822014, G000000  
 P96 76  
 PF:Y eB:P



PO BOX 538612  
 ATLANTA, GA 30353-8612

#121000003 6#  
 JOHN DOE SR.  
 220 W MAIN ST  
 LOUISVILLE KY 40202-1395

PRINTED ON RECYCLED PAPER  
 100%  
 100%

Service Address: 220 West Main St

01030000604734800000000105490000001039500000000000012

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

TERMS AND CONDITIONS

Bill Format

Account Number 3000-0604-7348 Page 2

IMPORTANT INFORMATION

Our new customer information system now allows us to calculate your average energy usage and weather information based on the actual meter reading date. Previously, we had calculated your average usage and weather information based on the scheduled meter reading date; therefore, the amount displayed on the front of this bill as last year's information may differ from last year's bill.

The power to save. It's in your hands. The amount of electricity you consumed during this billing cycle resulted in the production of approximately 718 pounds of CO2. A typical residential customer uses 1,000 kilowatt hours of electricity per month, which would result in the production of 2,000 lbs. of carbon.

Take control of these emissions by installing a programmable thermostat. Contact us at [www.eon-us.com/dc](http://www.eon-us.com/dc) to enroll in our Demand Conservation program and you'll receive a programmable thermostat, which will allow you to take control of your energy usage automatically.

To request a copy of your rate schedule, please call (502) 580-1444.

Please make note of your new account number, which can be found on the front of your bill. Your old account number, 1001013781001-1 is no longer valid but is provided here for reference purposes only.

New enrollment only - Please check box(es) below and on front of stub.

- Budget Plan
- I would like to enroll in Demand Conservation.
- Automatic Bank Club (voided check must be provided). Please note that any past due balance on your LG&E account will be debited from your bank account immediately upon enrollment in the ABC program. To avoid unintended debits to your bank account, please make sure your LG&E account balance is current before enrolling in ABC.

Please deduct my Automatic Bank Club Payment from my Checking Account.

I hereby authorize LG&E to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future LG&E accounts, and will remain in effect until revoked by me or LG&E.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky



# Louisville Gas and Electric Company

P.S.C. Electric No. 8, Original Sheet No. 104.2

## TERMS AND CONDITIONS Bill Format



Customer Service: (502) 589-1444 Mon-Fri 7AM-7PM(EST)  
Walk-In Center Hours: Mon-Fri 8AM-5PM(EST)  
Telephone Payments: (800) 780-9723  
Power Outage Reporting: (502) 589-3500  
www.eon-us.com

DUE DATE	AMOUNT DUE
08/17/09	\$57.46

Please have your account number available when calling to discuss your account.

ACCOUNT INFORMATION	
Account Number:	3000-0632-6882
Account Name:	JOHN DOE
Service Address:	220 West Main St
Next Read Will Occur:	08/28/09 - 09/03/09

Averages for Billing Period	This Year	Last Year
Average Temperature	74°	81°
Number of Days Billed	32	0
Electric/kwh per day	10.5	0.0
Gas/ccf per day	0.7	0.0

BILLING SUMMARY	
Previous Balance	152.80
Payment as of 08/04	(152.80)
Balance as of 08/04	0.00
Electric Charges	29.30
Gas Charges	28.16
Utility Charges as of 08/04	57.46
<b>Total Amount Due</b>	<b>57.46</b>

ELECTRIC CHARGES			
Rate Type: Residential Electric Service		Meter Reading Information	
Basic Service Charge	5.00	Meter # 485887	
Energy Charge	22.57	Actual Reading on 08/03	91671
Other Charges For Above Rates		Previous Reading on 07/02	91332
Electric Fuel Adjustment (\$0.00184 x 339 kwh)	0.62	Current kwh Usage	339
Electric DSM (\$0.00193 x 339.00 kwh)	0.65	Meter Multiplier	1
Environmental Surcharge (1.000% x \$28.84)	0.31	Metered kwh Usage	339
Home Energy Assistance Fund Charge	0.15		
<b>Total Electric Charges</b>	<b>\$29.30</b>		

GAS CHARGES			
Rate Type: Residential Gas Service		Meter Reading Information	
Basic Service Charge	9.50	Meter # 111728	
Gas Distribution Charge (\$0.21349 x 23 ccf)	4.91	Actual Reading on 08/03	5967
Gas Supply Component (\$0.46914 x 3 ccf)	1.41	Previous Reading on 07/02	5964
Gas Supply Component (\$0.59913 x 20 ccf)	11.98	Current ccf Usage	23
Other Charges For Above Rates		Meter Multiplier	1
Gas DSM (\$0.00923 x 23.00 ccf)	0.21	Metered ccf Usage	23
Home Energy Assistance Fund Charge	0.15		
<b>Total Gas Charges</b>	<b>\$28.16</b>		

Please see reverse side for additional charges.  
Customer Service: (502) 589-1444

Bring entire bill when paying in person.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Account Number	Payment Due Date	Amount Due by Due Date	Amount Due 3 Days After Due Date	Winter Help Donation	Amount Enclosed
3000-0632-6882	08/17/09	\$57.46	\$60.34		\$

Check here if plan(s) requested on back of stub

Home Phone (502) 555-1000  
OFFICE USE ONLY:  
MRU02821001, G000000  
P152.80  
PF:Y e8:P



PO BOX 538612  
ATLANTA, GA 30353-8612

#121080005 3#  
JOHN DOE  
220 W MAIN ST  
LOUISVILLE KY 40202-1395

PRINTED ON RECYCLED PAPER  
50% POST CONSUMER WASTE

Service Address: 220 West Main St

01030000632688200000000006034000000057460000000000019

Date of Issue: January 29, 2010  
Date Effective: March 1, 2010  
Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

TERMS AND CONDITIONS  
Bill Format

Account Number 3000-0632-6882 Page 2

**BILLING INFORMATION**

Late Charge to be Assessed 3 Days After Due Date \$2.88

Environmental Surcharge: A monthly charge or credit passed on to customers to pay for the cost of pollution-control equipment needed to meet government-mandated air emission reduction requirements.

**IMPORTANT INFORMATION**

Our new customer information system now allows us to calculate your average energy usage and weather information based on the actual meter reading date. Previously, we had calculated your average usage and weather information based on the scheduled meter reading date; therefore, the amount displayed on the front of this bill as last year's information may differ from last year's bill.

The power to save. It's in your hands. The amount of electricity you consumed during this billing cycle resulted in the production of approximately 678 pounds of CO2. A typical residential customer uses 1,000 kilowatt hours of electricity per month, which would result in the production of 2,000 lbs. of carbon.

Take control of these emissions by installing a programmable thermostat. Contact us at [www.eon-us.com/dc](http://www.eon-us.com/dc) to enroll in our Demand Conservation program and you'll receive a programmable thermostat, which will allow you to take control of your energy usage automatically.

To request a copy of your rate schedule, please call (502) 589-1444.

Please make note of your new account number, which can be found on the front of your bill. Your old account number, 1001084156002-1 is no longer valid but is provided here for reference purposes only.

New enrollment only - Please check box(es) below and on front of stub.

- Budget Plan
- I would like to enroll in Demand Conservation.
- Automatic Bank Club (voided check must be provided). Please note that any past due balance on your LG&E account will be debited from your bank account immediately upon enrollment in the ABC program. To avoid unintended debits to your bank account, please make sure your LG&E account balance is current before enrolling in ABC.

Please deduct my Automatic Bank Club Payment from my Checking Account.  
I hereby authorize LG&E to debit my bank account for payment of my monthly bill. This authorization applies to all my current and future LG&E accounts, and will remain in effect until revoked by me or LG&E.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky

## TERMS AND CONDITIONS

### Discontinuance of Service

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

- A. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed to his last known address.
- B. When a dangerous condition is found to exist on the customer's or applicant's premises. In such case service will be discontinued without notice or refused, as the case might be. Company will notify the customer or applicant immediately of the reason for the discontinuance or refusal and the corrective action to be taken before service can be restored or initiated.
- C. When a customer or applicant refuses or neglects to provide reasonable access and/or easements to and on his premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice of Company's intention to discontinue or refuse service.
- D. When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
- E. When customer or applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
- F. When directed to do so by governmental authority.
- G. Service will not be supplied to any premises if the applicant or customer is indebted to Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Service will not be continued to any premises if the applicant or customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 14(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which the customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred. When there is no lapse in service, such transferred final bills will be subject to Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 14(1)(f). Final Bills transferred following a lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by Customer; (2) Customer and Company have entered into a contractual agreement which allows for such a disconnection; or (3) the current account is subsequently disconnected for service supplied at that point of delivery, at which time, all unpaid and past due balances must be paid prior to reconnect. Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

**Date of Issue January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

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## TERMS AND CONDITIONS

### Discontinuance of Service

Service will not be supplied or continued to any premises if at the time of application for service the applicant is merely acting as an agent of a person or former customer who is indebted to Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where the applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former customer who is indebted to Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- H. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from his original bill. Cut-off may be effected not less than twenty-seven (27) days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify the customer, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.
- I. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means a customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to the customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for such discontinuance of service and of Customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered and the cost to Company incurred by reason of the fraudulent use.

When service has been discontinued for any of the above reasons, Company shall not be responsible for any damage that may result therefrom.

Discontinuance or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to Company.

Company may defer written notice based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

**Date of Issue January 29, 2010**

**Date Effective: February 6, 2009**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### Line Extension Plan

#### A. AVAILABILITY

In all territory served by where Company does not have existing facilities to meet Customer's electric service needs.

#### B. DEFINITIONS

- 1) "Company" shall mean Louisville Gas and Electric Company.
- 2) "Customer" shall mean the applicant for service. When more than one electric service is requested by an applicant on the same extension, such request shall be considered one customer under this plan when the additional service request(s) is only for incidental or minor convenience loads or when the applicant for service is the developer of a subdivision.
- 3) "Line Extension" shall mean the single phase facilities required to serve Customer by the shortest route most convenient to Company from the nearest existing adequate Company facilities to Customer's delivery point, approved by Company, and excluding transformers, service drop, and meters, if required and normally provided to like customers.
- 4) "Permanent Service" shall mean service contracted for under the terms of the applicable rate schedule but not less than one year and where the intended use is not seasonal, intermittent, or speculative in nature.
- 5) "Commission" shall mean the Public Service Commission of Kentucky.

#### C. GENERAL

- 1) All extensions of service will be made through the use of overhead facilities except as provided in these rules.
- 2) Customer requesting service which requires an extension(s) shall furnish to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property to be served.
- 3) Customer requesting extension of service into a subdivision, subject to the jurisdiction of a public commission, board, committee, or other agency with authority to zone or otherwise regulate land use in the area and require a plat (or Plan) of the subdivision, Customer shall furnish, at no cost, Company with the plat (or plan) showing street and lot locations with utility easement and required restrictions. Plats (or plans) supplied shall have received final approval of the regulating body and recorded in the office of the appropriate County Court Clerk when required. Should no regulating body exist for the area into which service is to be extended, Customer shall furnish Company the required easement.
- 4) The title to all extensions, rights-of way, permits, and easements shall be and remain with Company.
- 5) Where Company is required or elects to construct an additional extension or lateral to serve Customer or another customer, Company reserves the right to connect to any extension constructed under this plan and Customer shall grant to Company, at no cost, properly executed easement(s) for right-of-way across Customer's property for the additional extension or lateral.
- 6) Customer must agree in writing to take service when the extension is completed and have his building or other permanent facility wired and ready for connection.
- 7) Nothing herein shall be construed as preventing Company from making electric line extensions under more favorable terms than herein prescribed provided the potential revenue is of such amount and permanency as to warrant such terms and render economically

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**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

**TERMS AND CONDITIONS**  
**Line Extension Plan**

**C. GENERAL** (continued)

feasible the capital expenditure involved and provided such extensions are made to other customers under similar conditions.

- 8) Company may require a non-refundable deposit in cases where Customer does not have a real need or in cases where the estimated revenue does not justify the investment.
- 9) The Company shall not be obligated to extend its lines in cases where such extensions, in the good judgment of Company, would be unfeasible, impractical, or contrary to good engineering or operating practice, unless otherwise ordered by Commission.

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**D. NORMAL LINE EXTENSIONS**

- 1) In accordance with 807 KAR 5:041, Section 11(1), Company will provide, at no cost, a line extension of up to 1,000 feet to Customer requesting permanent service where the installed transformer capacity does not exceed 25kVA.
- 2) Where Customer requires poly-phase service or transformer capacity in excess of 25kVA and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ 1 above.

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**E. OTHER LINE EXTENSIONS**

- 1) In accordance with 807 KAR 5:041, Section 11(2), Company shall provide to Customer requesting permanent service a line extension in excess of 1,000 feet per customer but Company may require the total cost of the footage in excess of 1,000 feet per customer, based on the average cost per foot of the total extension, be deposited with Company by Customer.
- 2) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension less the length of the lateral or extension for each additional customer connected during that year by a lateral or extension to the original extension for which the deposit was made.
- 4) No refund shall be made for additional customers connected to an extension or lateral from the original extension for which the deposit was made.
- 5) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.
- 6) Where Customer requires poly-phase service or transformer capacity above 25kVA per customer and Company provides such facilities, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost to Company in providing facilities above that required in OTHER LINE EXTENSIONS ¶ 1 above.

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**F. OVERHEAD LINE EXTENSIONS FOR SUBDIVISIONS**

- 1) In accordance with 807 KAR 5:041, Section 11(3), Customer desiring service extended for and through a subdivision may be required by Company to deposit the total cost of the extension.
- 2) Each year for ten (10) years Company shall refund to Customer, the cost of 1,000 feet of extension for each additional customer connected during that year directly to the original extension for which the deposit was made.
- 3) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

**Date of Issue: January 29, 2010**

**Date Effective: March 1, 2010**

**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### Line Extension Plan

#### G. MOBILE HOME LINE EXTENSIONS

- 1) Company will make line extensions for service to mobile homes in accordance with 807 KAR 5:041, Section 12, and Commission's Order, dated August 9, 1991, in Case No. 91-213,
- 2) Company shall provide, at no cost, a line extension of up to 300 feet to Customer requesting permanent service for a mobile home.
- 3) Company shall provide to Customer requesting permanent service for a mobile home a line extension in excess of 300 feet and up to 1,000 feet but Company may require the total cost of the footage in excess of 300 feet, based on the average cost per foot of the total extension, be deposited with Company by Customer. Beyond 1,000 feet the policies set forth in OTHER LINE EXTENSIONS shall apply.
- 4) Each year for four (4) years Company shall refund to Customer equal amounts of the deposit for the extension from 300 feet to 1,000 feet.
- 5) If service is disconnected for sixty (60) days, if the original mobile home is removed and not replaced by another mobile home or a permanent structure in sixty (60) days, the remainder of the deposit is forfeited.
- 6) No refund will be made except to the original customer.

#### H. UNDERGROUND LINE EXTENSIONS

##### General

- 1) Company will make underground line extensions for service to new residential customers and subdivisions in accordance with 807 KAR 5:041, Section 21.
- 2) In order that Company may make timely provision for materials, and supplies, Company may require Customer to execute a contract for an underground extension under these Terms and Conditions with Company at least six (6) months prior to the anticipated date service is needed and Company may require Customer to deposit with Company at least 10% of any amounts due under the contract at the time of execution. Customer shall deposit the balance of any amounts due under the contract with Company prior to ordering materials or commencement of actual construction by Company of facilities covered by the contract.
- 3) Customer shall give Company at least 120 days written notice prior to the anticipated date service is needed and Company will undertake to complete installation of its facilities at least thirty (30) days prior to that date. However, nothing herein shall be interpreted to require Company to extend service to portions of subdivisions not under active development.
- 4) At Company's discretion, Customer may perform a work contribution, to Company's specifications, including but not limited to conduit, setting pads, or any required trenching and backfilling, and Company shall credit amounts due from Customer for underground service by Company's estimated cost for such work contribution.
- 5) Customer will provide, own, operate and maintain all electric facilities on his side of the point of delivery including the service and with the exception of Company's meter.
- 6) The normal point of delivery shall be at a junction device at the corner of the lot nearest Company's facilities. Customer shall bring Customer's service line to a point within 1 1/2 feet of the junction device with a sufficient length of service conductor left coiled above grade for completion of installation and connection by Company.
- 7) In consideration of Customer's underground service, Company shall credit any amounts due under the contract for each service at the rate of \$50.00 or Company's average estimated installed cost for an overhead service whichever is greater.
- 8) Unit charges, where specified herein, are determined from Company's estimate of Company's average unit cost of such construction and the estimated cost differential between underground and overhead distribution systems in representative residential subdivisions.

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**Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Louisville, Kentucky**

## TERMS AND CONDITIONS

### Line Extension Plan

#### H. UNDERGROUND EXTENSIONS

##### General (continued)

- 9) Three phase primary required to supply either individual loads or the local distribution system may be overhead unless Customer chooses underground construction and deposits with Company a non-refundable deposit for the cost differential.

##### Individual Premises

- 1) Within the City of Louisville underground district or in those cases where Company's engineering or operating convenience requires the construction of an underground extension to an individual premise, the excess of the cost of an underground extension over that of an overhead extension will be at no cost.
- 2) In cases other than those specified in 1) above, where Customer requests and Company agrees to supply underground service to an individual premise, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

##### Medium Density Subdivisions

- 1) A medium density residential subdivision is defined as containing ten or more lots for the construction of new residential buildings each designed for less than five (5)-family occupancy.
- 2) Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount determined by a unit charge of \$5.26 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- 3) The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension. Where Customer is required to provide trenching and backfilling, advance will be the Company's full estimate cost of construction. Where Customer is required to deposit with the Company a non-refundable advance in place of trenching and backfilling, advance will be determined by a unit charge of \$20.66 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- 4) Each year for ten (10) years Company shall refund to Customer an amount determined as follows:
  - a. Where customer is required to provide trenching and backfilling, a refund of \$5,000 for each customer connected during that year.
  - b. Where customer is required to provide a non-refundable advance, 500 times the difference in the unit charge advance amount in 3) and the non-refundable unit charge advance in 2) for each customer connected during that year
- 5) In no case shall the refunds provided for herein exceed the amounts deposited less any non-refundable charges applicable to the project nor shall any refund be made after a ten-year refund period ends.

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## TERMS AND CONDITIONS

### Line Extension Plan

#### H. UNDERGROUND EXTENSIONS (continued)

##### High Density Subdivisions

- 1) A high density residential subdivision is defined as building complexes consisting of two or more buildings each not more than three stories above grade and each designed for five (5) or more family occupancy.
- 2) Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.
- 3) The Customer may be required to advance to the Company the Company's full estimated cost of construction of an underground electric distribution extension.
  - i. Company shall refund to Customer any amounts due when permanent service is provided by Company to twenty (20%) percent of the family units in Customer's project.
  - ii. In no case shall the refunds provided for herein exceed the amounts deposited less any non refundable charges applicable to the project nor shall any refund be made after a ten-year refund period ends.

##### Other Underground Subdivisions

In cases where a particular residential subdivision does not meet the conditions provided for above, Customer requests and Company agrees to supply underground service, Company may require Customer to pay, in advance, a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

#### I. SPECIAL CASES

- 1) Where Customer requests service that is seasonal, intermittent, speculative in nature, at voltages of 34.5kV or greater, or where the facilities requested by Customer do not meet the Terms and Conditions outlines in previous sections of LINE EXTENSION PLAN and the anticipated revenues do not justify the Company's installing facilities required to meet Customer's needs, Company may request that Customer deposit with Company a refundable amount to justify Company's investment.
- 2) Each year for ten (10) years, Company shall refund to Customer, an amount calculated by:
  - a. Adding the sum of Customer's annual base rate monthly electric demand billing for that year to the sum of the annual base rate monthly electric demand billing of the monthly electric billing for that year of any customer(s), who connects directly to the facilities provided for in this agreement and requiring no further investment by Company
  - b. times the refundable amount divided by the estimated total ten-year base rate electric demand billing required to justify the investment.
- 3) The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten-year refund period ends.

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## TERMS AND CONDITIONS

### Energy Curtailment and Service Restoration Procedures

#### PURPOSE

To provide procedures for reducing the consumption of electric energy on the Louisville Gas and Electric Company ("Company") system in the event of a capacity shortage and to restore service following an outage. 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. Such actions will be taken giving priority to maintaining service to Company's retail and full requirements customers relative to other sales whenever feasible and as allowed by law.

#### ENERGY CURTAILMENT PROCEDURE

##### PRIORITY LEVELS

For the purpose of these procedures, the following Priority Levels have been established:

- I. Essential Health and Safety Uses -- to be given special consideration in these procedures shall, insofar as the situation permits, include the following types of use
  - A. "Hospitals", which shall be limited to institutions providing medical care to patients.
  - B. "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
  - C. "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons.
  - D. "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.
  - E. "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations, and operation of state and local emergency services.
  - F. "Water and Sewage Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.
  - G. "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services. These uses shall include essential street, highway and signal-lighting services.

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## TERMS AND CONDITIONS

### Energy Curtailment and Service Restoration Procedures

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. Where the emergency is system-wide in nature, consideration will be given to the use of rotating outages as operationally practicable. In case of customers supplied from two utility sources, only one source will be given special consideration. Also, any other customers who, in their opinion, have critical equipment should install emergency generation equipment.

Company maintains lists of customers with life support equipment and other critical needs for the purpose of curtailments and service restorations. Company, lacking knowledge of changes that may occur at any time in Customer's equipment, operation, and backup resources, does not assume the responsibility of identifying customers with priority needs. It shall, therefore, be Customer's responsibility to notify Company if Customer has critical needs.

- II. Critical Commercial and Industrial Uses -- Except as described in Section III below, these uses shall include commercial or industrial operations requiring regimented shutdowns to prevent conditions hazardous to the general population, and to energy utilities and their support facilities critical to the production, transportation, and distribution of service to the general population. Company shall maintain a list of such customers for the purpose of curtailments and service restoration.
- III. Residential Use -- The priority of residential use during certain weather conditions (for example severe winter weather) will receive precedence over critical commercial and industrial uses. The availability of Company service personnel and the circumstances associated with the outage will also be considered in the restoration of service.
- IV. Non-critical commercial and industrial uses.
- V. Nonessential Uses -- The following and similar types of uses of electric energy shall be considered nonessential for all customers:
  - A. Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
  - B. General interior lighting levels greater than minimum functional levels.
  - C. Show-window and display lighting.
  - D. Parking-lot lighting above minimum functional levels.
  - E. Energy use to lower the temperature below 78 degrees during operation of cooling equipment and above 65 degrees during operation of heating equipment.
  - F. Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.

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## TERMS AND CONDITIONS

### Energy Curtailment and Service Restoration Procedures

- G. Energy use greater than that which is the minimum required for lighting, heating, or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

Non-jurisdictional customers will be treated in a manner consistent with the curtailment procedures contained in the service agreement between the parties or the applicable tariff.

#### CURTAILMENT PROCEDURES

In the event Company's load exceeds internal generation, transmission, or distribution capacity, or other system disturbances exist, and internal efforts have failed to alleviate the problem, including emergency energy purchases, the following steps may be taken, individually or in combination, in the order necessary as time permits:

1. Customers having their own internal generation capacity will be curtailed, and customers on curtailable contracts will be curtailed for the maximum hours and load allowable under their contract. Nothing in this procedure shall limit Company's rights under the Curtailable Service Rider tariff.
2. Power output will be maximized at Company's generating units.
3. Company use of energy at its generating stations will be reduced to a minimum.
4. Company's use of electric energy in the operation of its offices and other facilities will be reduced to a minimum.
5. The Kentucky Public Service Commission will be advised of the situation.
6. An appeal will be made to customers through the news media and/or personal contact to voluntarily curtail as much load as possible. The appeal will emphasize the defined priority levels as set forth above.
7. Customers will be advised through the use of the news media and personal contact that load interruption is imminent.
8. Implement procedures for interruption of selected distribution circuits.

#### **SERVICE RESTORATION PROCEDURES**

Where practical, priority uses will be considered in restoring service and service will be restored in the order I through IV as defined under PRIORITY LEVELS. However, because of the varieties of unpredictable circumstances which may exist or precipitate outages, it may be necessary to balance specific individual needs with infrastructure needs that affect a larger population. When practical, Company will attempt to provide estimates of repair times to aid customers in assessing the need for alternative power sources and temporary relocations.

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# Special Contracts

## Summary of Proposed Charges Under Electric Special Contracts

Customer 1	Demand Charge:	
	Winter Rate	\$11.85 per kW per month
	Summer Rate	\$14.04 per kW per month
	Energy Charge	\$0.02944 per kWh
Customer 2	Demand Charge:	\$10.02 per kW of billing demand per month
	Energy Charge	\$0.02941 per kWh

# **LG&E's Proposed Tariffs - Gas**

**Louisville Gas and Electric Company**  
220 West Main Street  
Louisville, Kentucky

Rates, Terms and Conditions for Furnishing

**NATURAL GAS SERVICE**

In the sixteen counties of the Louisville, Kentucky, metropolitan area  
as depicted on territorial maps as filed with the

**PUBLIC SERVICE COMMISSION**  
**OF KENTUCKY**

**Date of Issue**  
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**Lonnie E. Bellar, Vice President**  
**State Regulation and Rates**



# Louisville Gas and Electric Company

P.S.C. Gas No. 8, Original Sheet No. 1

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