Michael E. Hornung

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VIA ELECTRONIC TARIFF FILING SYSTEM

Ms. Linda Bridwell Executive Director Kentucky Public Service Commission 211 Sower Boulevard Frankfort, Kentucky 40601-8294

March 29, 2024

Re: Proposed Changes to Local Gas Delivery Service Tariff for Louisville Gas and Electric Company

Dear Ms. Bridwell:

Pursuant to 807 KAR 5:011, Louisville Gas and Electric Company ("LG&E") submits for approval proposed changes to its Local Gas Delivery Service ("LGDS") tariff. The LGDS tariff describes the terms and conditions for the delivery of locally produced gas to LG&E, which includes renewable natural gas ("RNG"). At present, no customers take service pursuant to the LGDS tariff, although several potential producers have contacted LG&E to discuss the possibility of delivering gas under the tariff.

RNG refers to biogas that has been upgraded to a quality similar to fossil natural gas. The biogas used to produce RNG comes from a variety of sources, including solid waste landfills and wastewater treatment plants. Based on developments in the RNG industry, and inquiries from potential producers, LG&E assessed its LGDS tariff and determined that revisions are necessary to strengthen and clarify its LGDS terms, conditions, and gas quality specifications.

The proposed revisions include (1) clarifying the definition of local gas to exclude gas delivered by a virtual pipeline or containing hazardous waste; (2) requiring producers to have their own gas quality testing equipment; and (3) updating the gas quality specifications. Regarding the gas quality specifications, LG&E proposes revising the total heating value to more closely align with gas received from LG&E's interstate pipeline suppliers. Other gas quality revisions include adding maximum volumes for nitrogen and trace constituents.

As mentioned, there are no LG&E customers taking service under the LGDS tariff. Moreover, LG&E is not proposing to change the Rate contained in the LGDS tariff. However, to the extent the Commission determines that customer notice is required pursuant to 807 KAR 5:011, Section 8, LG&E has complied with those requirements by providing individual, written notice to all potential customers with whom LG&E is currently in discussion regarding delivering RNG. LG&E provided notice to those potential producers yesterday via email and U.S. Mail, advising them of this filing,

summarizing the proposed tariff changes and including a redline version of the tariff showing the proposed language changes.

To the extent the Commission determines that broader public notice is required, LG&E respectfully requests a deviation from the customer notice requirements contained in 807 KAR 5:011, Section 8, as the cost of providing public notice strongly outweighs the benefit derived from such notice. The estimated cost of newspaper publication is \$100K and the estimated cost of mailing notice to retail customers is \$20K. These costs are quite high in comparison to the benefit of such notice, especially given that no customers presently take service under the tariff and LG&E has already provided actual notice to potential customers that have contacted LG&E. Thus, if the Commission determines that broad public notice is required, LG&E seeks a deviation permitting LG&E to provide notice of the tariff filing on its website and to include the website link in its PowerSource newsletter that is delivered to customers along with their monthly bills, rather than incurring the expense associated with newspaper publication or individual mailings to each LG&E customer.

Should you have any questions regarding this filing, please let me know.

Sincerely,

Michael E. Hornung

P.S.C. Gas No. 13, First Revision of Original Sheet No. 36
Canceling P.S.C. Gas No. 13, Original Sheet No. 36

LODO

Standard Rate

LGDS Local Gas Delivery Service

APPLICABLE

In all territory served.

AVAILABILITY

Service under this rate schedule is available to any party who contracts with Company to provide firm transportation service of local gas, where and when such transportation will not, in the sole discretion of Company, interfere with the operation of Company's storage or other facilities, or the delivery of gas to Company's retail sales or end-use gas transportation customers. For the purpose of determining eligibility for service under this rate schedule, local gas shall be defined as locally produced gas or renewable natural gas (RNG) from a production well (or related processing equipment) or RNG facility physically connected to Company's system. Gas transported to Company's system by transportation methods other than a pipeline (e.g., virtual pipeline) shall not be considered local gas. Customer must meet the eligibility requirements further described hereunder and shall deliver gas meeting the gas quality standards incorporated into this rate schedule. Company will not accept gas containing hazardous waste or from sources or feedstocks containing hazardous waste. Customer must certify to Company that gas does not contain hazardous waste and is not produced from sources or feedstocks containing hazardous waste and is not produced from sources or feedstocks containing hazardous waste. Company may decline service, or a request for an increase to an existing service, when in Company's sole discretion, the additional local production on its system could jeopardize the quality or reliability of natural gas delivered to customers or impact LG&E's storage operations.

Customer shall request Company to utilize its system to transport, by displacement, such local gas to the Delivery Point. In addition, transportation service hereunder will be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company's system to perform such service without detriment to its other customers.

Company shall not be required to install any facilities of any kind to serve a Customer under this rate schedule. In the event that Company is agreeable to the installation or alteration of any facilities as may be required to serve Customer, then Customer shall execute a separate contract for the construction of such facilities and shall pay for all costs of those facilities prior to Company commencing construction of those facilities. Company shall not be obligated to extend its mains to facilitate service hereunder. Company's "Gas Main Extension Rules" shall not apply to service under this rate schedule.

Deleted: (including renewable natural gas derived from landfill gas or other bio-gas, synthetic gas, and locally produced natural gas)

Deleted: Company and Customer shall enter into an Interconnect Facility Agreement covering the design, ownership, operation, and maintenance of the Interconnect Facility, including, but not limited to, any cost reimbursement provisions. Company shall own and operate the Interconnect Facility (including, but not limited to, regulation, meters, chromatograph, control valves, taps, insulators, rights-of-way, and related facilities) as are required to effectuate service hereunder. The Interconnect Facility shall be designed and constructed in accordance with Company's specifications. Company shall own and install facilities downstream of the Interconnect Facility required to connect the Interconnect Facility to Company's mainline gas system. Company shall be reimbursed by Customer for the costs of such downstream facilities and their installation as well as the costs to construct, operate, and maintain the Interconnect Facility. Customer may be required by Company to provide adequate surety to cover the costs incurred by Company related to either the Interconnect Facility or the related downstream facilities. The outlet of the Interconnect Facility shall be the Receipt Point as the latter term is used herein.

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On And After May 1, 2024

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

State Regulation and Rates

P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.1

Canceling P.S.C. Gas No. 13, Original Sheet No. 36.1

Standard Rate

LGDS Local Gas Delivery Service

AVAILABILITY (continued)

Company and Customer shall enter into an Interconnect Facility Agreement covering the design ownership, operation, and maintenance of the Interconnect Facility, including, but not limited to, any cost reimbursement provisions. Company shall own and operate the Interconnect Facility (including, but not limited to, regulation, meters, chromatograph, odorization, control valves, taps, filtration, insulators, rights-of-way, and other equipment as are required) to effectuate service hereunder. The Interconnect Facility shall be designed and constructed in accordance with Company's specifications. Company shall own and install facilities downstream of the Interconnect Facility required to connect the Interconnect Facility to Company's mainline gas system. Company shall be reimbursed by Customer for the costs of such downstream facilities and their installation as well as the costs to construct, operate, and maintain the Interconnect Facility. Customer may be required by Company to provide adequate surety to cover the costs incurred by Company related to either the Interconnect Facility or the related downstream facilities. The outlet of the Interconnect Facility shall be the Receipt Point as the latter term is used herein. Customer shall warrant, in its Service Agreement, that all local gas transported under this rate schedule shall be consumed within the Commonwealth of Kentucky.

CHARACTER OF SERVICE

Transportation service under this rate schedule shall be considered firm from the Receipt Point to the Delivery Point. The Delivery Point shall be a pool operating under either Rider PS-TS-2 or Rider PS-FT. Company's sole obligation shall be to receive local gas from Customer for transportation at the Receipt Point and redeliver gas by displacement to the Delivery Point. Company has no obligation to deliver a volume of gas to the Delivery Point, either daily or monthly, which differs from the volume of local gas delivered to Company at the Receipt Point. Company will provide service to meet imbalances only on an as-available basis, as set forth herein.

Company shall not be obligated to deliver gas to the Delivery Point in excess of the Maximum Daily Quantity ("MDQ") as further defined herein. Customer and Company shall mutually agree to establish the level of the MDQ; provided, however, that the MDQ shall not be less than 50 Mcf/day.

Company may decline to deliver volumes to the Delivery Point in excess of the MDQ or accept volumes from the Receipt Point that are in excess of the MDQ plus applicable Lost and Unaccounted for Gas ("LAUFG") as further defined herein.

Company may deliver volumes of gas to the Delivery Point in excess of the MDQ; provided, however, that such deliveries to the Delivery Point in excess of the MDQ shall establish a new Monthly Billing Demand as further defined herein. Regardless of the Monthly Billing Demand established by Customer, Company's obligation to provide firm natural gas transportation service shall be limited to the MDQ.

Volumes shall be delivered by Customer to Company at the Receipt Point as nearly as practicable at uniform hourly rates of flow, that is, 1/24th of the daily Gross Nominated Volume as further defined herein.

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

State Regulation and Rates Louisville, Kentucky

Deleted: If Customer is unable to warrant that such gas is so consumed, then Company's transportation service shall be deemed interstate service and may only be provided pursuant to authorization from the Federal Energy Regulatory Commission ("FERC") and subject to the terms and conditions of Company's Statement of Operating Conditions as filed with FERC. Customer shall not be allowed to combine interstate services with intrastate services. Any Customer requesting interstate and intrastate transportation service shall have separate contracts for each activity. Only one service, either interstate service or intrastate service, shall apply to a Receipt Point.

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Deleted: Company's sole obligation hereunder is to redeliver Customer's gas from the Receipt Point to the Delivery Point. Accordingly,

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P.S.C. Gas No. 13, Second Revision of Original Sheet No. 36.2 Canceling P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.2

Standard Rate

LGDS **Local Gas Delivery Service**

RATE

Administrative Charge per month: \$550.00 per Receipt Point

Plus a Basic Service Charge per month: \$750.00 per Receipt Point

\$7.38 per Mcf of Monthly Billing Demand Plus a Demand Charge:

Plus a Distribution Charge: \$0.0456 per Mcf of Net Nominated Volumes at the Delivery Point

The Monthly Billing Demand shall be the greater of (1) the MDQ, or (2) the highest daily volume of gas delivered to the Delivery Point during the current month or the previous eleven (11) monthly billing periods.

In the event that Customer is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Company's Pipeline Transporter(s), then Customer shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

ADJUSTMENT CLAUSES

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

> Gas Line Tracker Sheet No. 84 Franchise Fee Sheet No. 90 Sheet No. 91 School Tax

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DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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On And After October 1, 2022

/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

P.S.C. Gas No. 13, Fourth Revision of Original Sheet No. 36.3 Canceling P.S.C. Gas No. 13, Third Revision of Original Sheet No. 36.3

Standard Rate

LGDS Local Gas Delivery Service

MAXIMUM DAILY QUANTITY, NOMINATIONS AND NOMINATED VOLUMES

The MDQ shall represent the maximum volume which Customer shall be entitled to nominate and Company shall be obligated to deliver to the Delivery Point.

As further described below, Customer shall specify to Company the daily volumes of <u>local</u> gas to be received at the Receipt Point (the "Gross Nominated Volume"). From such Gross Nominated Volume shall be deducted an allowance for Company's system average LAUFG expressed as a percentage and based on historical levels. Effective November 1, 2023, such LAUFG percentage is 1.79%. Such LAUFG percentage shall be revised annually each November 1 with notice provided to Customer at least thirty (30) days prior to such November 1.

The Net Nominated Volume (the Gross Nominated Volume less applicable LAUFG) shall be stated in Mcf/day and converted to MMBtu/day using the conversion factor specified by Company. The Net Nominated Volume is the amount that shall be delivered to the Delivery Point.

For example, if Customer requests Company to receive 342 Mcf on a given day at the Receipt Point (the Gross Nominated Volume), and the LAUFG percentage is 5.0%, then the Net Nominated Volume shall be 325 Mcf [342 – (342 x 0.05)]. The Net Nominated Volume of 325 Mcf shall be converted to MMBtu using the conversion factor specified by Company.

At least ten (10) days prior to the beginning of each calendar month, Customer shall provide Company with a schedule setting forth daily volumes of <u>local</u> gas to be delivered into Company's system for the month. Any changes in daily nominated volumes, as well as any other information required to effectuate the delivery of such <u>local</u> gas to Company, shall be provided by Customer to Company no later than §:00 a.m. Eastern Clock Time ("ECT") on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled at the Delivery Point by an authorized Pool Manager are considered Net Nominated Volumes. Company shall not be obligated to accept from Customer daily nominations or changes thereto that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays observed by Company.

Customer shall submit in writing to Company the daily nominated volumes and such other information as may be required to effectuate the transportation of <u>local</u> gas by using the appropriate Nomination Schedule as may be specified by Company from time to time and by giving appropriate notice as designated by Company.

Customer agrees to inform Company promptly of any changes in the delivery rate to Company of Local gas transported under this rate schedule or any other information with regard to scheduling of deliveries that Company reasonably requests or as may be required by proper regulatory authorities.

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DATE EFFECTIVE: Effective with Service Rendered

On And After May 1, 2024

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

State Regulation and Rates Louisville, Kentucky

P.S.C. Gas No. 13, Original Sheet No. 36.4

Standard Rate

LGDS Local Gas Delivery Service

LOCAL GAS FLOW ORDERS

Company shall have the right to issue a Local Gas Flow Order ("LGFO") which will require actions by Customer to alleviate conditions that, in the sole judgment of Company, jeopardize the operational integrity of Company's system. Customer shall be responsible for complying with the directives contained in the LGFO.

Notice of an LGFO shall be provided to Customer at least four (4) hours prior to the beginning of the gas day for which the LGFO is in effect and shall include information related to the LGFO. A shorter notice period may be given where necessary to protect the integrity of Company's gas system. Customer shall respond to an LGFO by adjusting its deliveries to Company's system as directed in the LGFO within the specified timeframe.

Upon issuance of an LGFO, Company will direct Customer to comply with one of the following conditions: (a) Customer must nominate at the Receipt Point a Gross Nominated Volume that is no more than the daily amount being received by Company from Customer at the Receipt Point (Metered Receipts); or (b) Customer must nominate at the Receipt Point a Gross Nominated Volume that is no less than the daily amount being received by Company from Customer at the Receipt Point (Metered Receipts). Customer shall respond to an LGFO either by adjusting its Gross Nominated Volume at the Receipt Point or by adjusting volumes being received by Company from Customer at the Receipt Point. All volumes nominated by Customer at the Receipt Point in excess of volumes received by Company from Customer at the Receipt Point in violation of the above "condition (a)" LGFO shall constitute an unauthorized under-delivery by Customer to Company at the Receipt Point. All volumes nominated by Customer at the Receipt Point less than volumes received by Company from Customer at the Receipt Point in violation of the above "condition (b)" LGFO shall constitute an unauthorized over-delivery from Customer to Company at the Receipt Point. Unauthorized under-deliveries or over-deliveries during the effectiveness of an LGFO shall be subject to an LGFO Charge per Mcf for each Mcf of unauthorized underdeliveries or over-deliveries, as applicable. Customer shall be subject to the LGFO Charge on the day for which the LGFO was violated, plus the applicable UCDI charges and any other charges under this rate schedule for such unauthorized under-deliveries or over-deliveries that occur.

Company may, in its sole discretion, issue an LGFO to an individual Customer taking service under this rate schedule without issuing an LGFO to all Customers taking service under this rate schedule.

The LGFO Charge per Mcf shall be equal to \$15.00 plus the higher of either (a) the daily midpoint price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the LGFO was violated, or (b) the daily midpoint price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity

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/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

Louisville, Kentucky

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P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.5

Canceling P.S.C. Gas No. 13, Original Sheet No. 36.5

Standard Rate

LGDS Local Gas Delivery Service

Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the LGFO was violated. Such LGFO Charge shall be in addition to any other charges under this rate schedule.

Company will not be required to provide service under this rate schedule if Customer does not comply with the terms or conditions of an LGFO. Payment of LGFO Charges hereunder shall not be considered an exclusive remedy for failure to comply with the LGFO, nor shall the payment of such charges be considered a substitute for any other remedy available to Company. As a result of Customer's failure to comply with the terms or conditions of service, including an LGFO, Company may take such actions as it deems necessary to suspend service to Customer.

If Customer fails to manage its use of Company's transportation service in strict conformance with the directives of an LGFO, then Company may at its sole discretion do one or more of the following immediately upon delivering oral or written notice to Customer: (1) suspend all <u>local</u> gas transportation service to the extent necessary to protect the operational integrity of Company's system, (2) decline to deliver to the extent necessary the local gas provided by Customer, (3) decline to receive to the extent necessary the volume tendered by Customer at the Receipt Point, and (4) permanently terminate service under this rate schedule. Any suspension or termination under this section shall be without prejudice to and in addition to any other rights and remedies of Company.

IMBALANCES

The terms "Imbalance" or "Imbalances" as used herein mean the difference between Customer's Gross Nominated Volume in Mcf of local gas to be received by Company at the Receipt Point and the metered volume of local gas in Mcf actually received by Company from Customer at the Receipt Point (Metered Receipts).

When Company can provide such balancing service, the Utilization Charge for Daily Imbalances shall apply to daily imbalances in excess of +/-5% of the Gross Nominated Volume. Company shall issue an LGFO as set forth herein during periods when service cannot be provided to meet daily imbalances.

Company shall calculate on a daily and monthly basis Customer's imbalance resulting from the difference between Customer's Gross Nominated Volume in Mcf for receipt by Company at the Receipt Point and the Metered Receipts of gas in Mcf from Customer at the Receipt Point. This will be calculated as follows:

Imbalance = Gross Nominated Volumes - Metered Receipts

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/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

Louisville, Kentucky

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P.S.C. Gas No. 13, Original Sheet No. 36.6

Standard Rate

LGDS Local Gas Delivery Service

Company will also determine the imbalance percentage. This percentage will be calculated as follows:

> (Gross Nominated Volumes - Metered Receipts) Imbalance % = **Gross Nominated Volumes**

The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by Company.

If the monthly imbalance is negative (an over-delivery into Company's system), Company shall purchase the monthly imbalance from Customer at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the lower of the following: either (a) the lowest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the lowest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on Customer's monthly imbalance percentage to be applied as follows:

> When Total Net The following percentage Negative Imbalance shall be multiplied by the above-determined amount: Percentage is:

0% to ≤ 5% > 5% to ≤ 10% > 10% to ≤ 15% > 15% to ≤ 20%	100%
> 5% to < 10%	90%
$>10\%$ to $\leq 15\%$	80%
>15% to < 20%	70%
>20%	60%

If the monthly imbalance is positive (an under-delivery into Company's system), Customer shall purchase the monthly imbalance from Company at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the highest daily mid-point price

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/s/ Robert M. Conroy, Vice President State Regulation and Rates ISSUED BY:

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P.S.C. Gas No. 13, Original Sheet No. 36.7

Standard Rate

LGDS **Local Gas Delivery Service**

posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on Customer's monthly imbalance percentage to be applied as follows:

0% to $\leq 5\%$ 100% > 5% to $\leq 10\%$ 110% > 10% to $\leq 15\%$ 120% > 15% to $\leq 20\%$ 130% > 20% 140%	Positive Imbalance Percentage is:	shall be multiplied by the above-determined amount:
	> 5% to ≤ 10% >10% to ≤ 15% >15% to ≤ 20%	110% 120% 130%

The monthly imbalance percentages stated above will be used to calculate the cash-out price for imbalances that fall within each category. For example, a Customer with a monthly imbalance percentage of 9% will cash-out at the 0% to 5% price for 5% of the imbalance and at the 5% to 10% price for 4% of the imbalance.

All such cash-out charges or credits, as applicable, shall be shown and included on Customer's monthly bill. The billing of these cash-out charges or credits shall not be construed as a waiver by Company of any other rights or remedies it has under law, the regulations of the PSC of Kentucky, or this rate schedule, nor shall it be construed as an exclusive remedy for failure to comply with the provisions of this rate schedule.

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/s/ Robert M. Conroy, Vice President State Regulation and Rates Louisville, Kentucky ISSUED BY:

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P.S.C. Gas No. 13, Sixth Revision of Original Sheet No. 36.8 Canceling P.S.C. Gas No. 13, Fifth Revision of Original Sheet No. 36.8

Standard Rate

LGDS Local Gas Delivery Service

VARIATION IN MMBTU CONTENT

The reconciliation of the actual deliveries to the Delivery Point and Company's receipt of local gas from Customer at the Receipt Point, including any variation in MMBtu content, occurs through the operation of the cash-out provision. If not reflected on the current month's bill, changes in billings of the cash-out provision caused by variations in the MMBtu content of the local gas shall be corrected on the following month's bill using the applicable cash-out price from the month in which the local gas was received by Company from Customer at the Receipt Point.

UTILIZATION CHARGE FOR DAILY IMBALANCES

Should an imbalance as calculated herein exceed +/- 5% of the Gross Nominated Volume on any day when an LGFO (as described below) has not been issued, then Company shall charge the Utilization Charge for Daily Imbalances times the imbalance in Mcf greater than +/- 5% of Gross Nominated Volume for each daily occurrence.

The Utilization Charge for Daily Imbalances is the sum of the following:

Daily Demand Charge: \$0.1746 per Mcf Daily Storage Charge: \$0.3797 Utilization Charge for Daily Imbalances: \$0.5543 per Mcf

Note: The Daily Demand Charge may change with each filing of the GSCC.

These charges are in addition to any other charges set forth herein. The Utilization Charge for Daily Imbalances will not be applied to daily imbalances which do not exceed the +/- 5% unless an LGFO has been issued. If an LGFO has been issued, the Utilization Charge for Daily Imbalances shall apply to daily imbalances which exceed 0% for customers in violation of the LGFO directive, either "condition (a)" or "condition (b)" as applicable and further described above under "Local Gas Flow Orders". Customers not in violation of the LGFO directive, either "condition (a)" or "condition (b)" as applicable, will continue to be assessed the Utilization Charge for Daily Imbalances on volumes which exceed the 5% daily tolerance. Company shall not have an obligation to provide balancing service for any volumes of <u>local</u> gas hereunder.

MEASUREMENT OF GAS

Volumes of local gas transported hereunder will be determined in accordance with Company's measurement base as set forth in the Company's Terms and Conditions. All local gas delivered by Customer to Company pursuant to this rate schedule shall be measured by Company using such gas meters, chromatograph, and other instrumentation as Company deems appropriate.

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

State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.9
Canceling P.S.C. Gas No. 13, Original Sheet No. 36.9

Standard Rate

LGDS

Local Gas Delivery Service

REMOTE METERING

Any Customer contracting for service hereunder shall be required, prior to commencing service hereunder, to have appropriate remote metering devices. The remote metering devices allow Company to monitor receipts of local-gas from Customer.

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Customer shall reimburse Company for the cost of this remote metering equipment and the cost of its installation, including any modifications to Company facilities required in order to facilitate the functioning of the remote metering. Company may also install at Customer's expense, any backflow protection devices, remote flow equipment, and the like, as may be required in sole discretion of Company, in order to protect the integrity of Company's gas system. Customer shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering or other facilities determined to be necessary by Company. Customer shall be responsible for providing the necessary and adequate electric and telecommunications service to provide this metering within thirty (30) days of Company's notice to Customer that such remote metering shall be required. Electric and telephone services installed for this equipment shall conform to Company's specifications. Customer shall be responsible for maintaining the necessary and adequate electric and telecommunications service to provide remote metering.

GAS QUALITY

Local gas received hereunder shall be merchantable gas within specifications listed in the table included in this tariff and commercially free from toxins, odors, dust, solids, gums, gum forming constituents, gasoline, water, liquid matter and hydrocarbon liquids which may become separated from the gas in the course of transportation through Company's system, or any other foreign substances of any kind (including, for example, carcinogens, siloxanes, volatile metals, heavy metals, halogens or halogenated elements), and not exceeding levels for constituents listed in the table in this tariff, which might interfere with its merchantability or cause injury to or interference with proper operation of lines, regulators, meters, or any other appliances and equipment, or which might present health or safety hazards to Company employees, contractors, or the general public.

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Furthermore, such receipts shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, pathogen, active bacteria, or bacterial agent capable of producing or contributing to corrosion, operational problems, or other problems, or are injurious to utility facilities or cause the Local gas to be unmarketable. Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria and acid producing bacteria

Customer agrees that it will indemnify Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any claim by any other persons or entity related to or arising from Local gas tendered by Customer to Company not meeting the quality specifications herein.

The local gas tendered by Customer for transport by Company must meet the specifications in the table included in this tariff. If the local gas fails at any time to conform to any of the specifications or merchantability standards set forth herein, then Company shall so notify

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State Regulation and Rates

P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.10 Canceling P.S.C. Gas No. 13, Original Sheet No. 36.10

Standard Rate

LGDS Local Gas Delivery Service

GAS QUALITY (continued)

Customer and Company may, at its sole discretion and in addition to any other remedies available to Company, refuse to accept delivery of the local gas. Such notification may result in the operation of automatic controls that would immediately isolate Customer's facility from Company's facilities and shut-in such <u>local</u> gas until such time as Customer can provide evidence satisfactory to Company that the local gas meets the quality specifications and merchantability standards set forth herein.

Company may require Customer to test the quality and/or composition of the local gas whether before delivery to Company or at any other time. Company in its sole discretion shall determine the gas quality testing requirements, testing frequency, and testing equipment to be employed by both Company and Customer and will specify such in the Interconnect Facility Agreement. Such testing requirements may be modified by Company according to the type and quality of the source or feedstock of Customer's local gas and/or the location of Customer's facility on Company's system. Sufficiently prior to initial operation of Customer's facility or any changes in operations, as specified in the Interconnect Facility Agreement, Customer shall notify Company of the type and quality of source(s) or feedstock(s) of Customer's local gas so the composition of the local gas can be tested for adherence to quality specifications. Company further reserves the right to test the composition of the local gas at any time Customer is taking service under this rate schedule

As specified in the Interconnect Facility Agreement, gas quality testing performed by either Company or Customer shall utilize instrumentation designed for and properly maintained for sampling components in real time or an independent, certified third party to determine or confirm the composition, quality, or both of the local gas being delivered by Customer to Company. Customer shall inform Company in advance of the time(s) and place(s) Customer will collect local gas samples for use in third-party tests to allow Company to observe such collection(s).

Customer shall bear the cost of its own testing and reimburse Company for the cost of any testing incurred by Company. Customer shall provide the results of any testing to Company at Company's request, and Company may audit such results. In addition to quality testing equipment installed as part of the Interconnect Facility, Customer shall have their own set of analytical instrumentation and not rely on Company's instrumentation for gas quality verification.

Company shall not evaluate the local gas delivered to Company's system for the presence or suitability of any environmental attributes or be required to submit information or make filings regarding environmental attributes. Environmental attributes include any and all credits, benefits, emission reductions, offsets and allowances attributable to the production, combustion or other use of the local gas.

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State Regulation and Rates

P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.11 Canceling P.S.C. Gas No. 13, Original Sheet No. 36.11

Standard Rate

LGDS

Local Gas Delivery Service

The table below sets forth the applicable specifications for the local gas received hereunder by Company from Customer. The gas composition shall be determined by the most recent gas quality measurements provided by the in-line monitoring equipment at the Receipt Point or by the most recent sample analysis for constituents not measured by the in-line monitoring equipment. The Interconnect Facility Agreement will specify the components to be measured with in-line monitoring equipment and the components to be measured by sample analysis as well as the immediate shutin limits for each component. Any propane blended with local gas before injection on LG&E's system shall be HD-5 grade (consumer grade) as defined in ASTM Specification D 1835 or as specified by LG&E.

Component	Units	Minimum	Maximum
Total Heating Value	Btu per scf	1,035	1,070
Wobbe Index	Calculated by dividing the Total Heating Value (dry) of the gas (at standard conditions of 14.73 psia and 60 degrees Fahrenheit) by the square root of the specific gravity of the gas	<u>1.336</u>	1 .381
Carbon Dioxide	Percent by volume (mole%)	0.00%	2.00%
Water (or water vapor)	lbs. per MMscf	0	7
Hydrogen Sulfide	grains per 100 scf	0	0.25
Total Sulphur (not including any mercaptan sulphur)	grains per 100 scf	0	5
Oxygen	Percent by volume (mole%)	0.00%	<u>0.20</u> %
<u>Nitrogen</u>	Percent by volume (mole%)	0.00%	2.0%
All non-hydrocarbon gases such as carbon dioxide, nitrogen, and oxygen (Total Dilutents and Inerts)	Percent by volume (mole%)	0.00%	4.00%
Non-methane Hydrocarbons (C2+) such as ethane	Percent by volume (mole%)	0.00%	12.00%
Heavier Hydrocarbons (C3, C4, C6, +) such as propane, propylene, butanes, hexanes	Percent by volume (mole%)	0.00%	7 .00%
Delivery Temperature	degrees Fahrenheit	40	90

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P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.12

<u>Canceling</u> P.S.C. Gas No. 13, Original Sheet No. 36.12

Standard Rate

LGDS Local Gas Delivery Service

Table Continued

Component	<u>Units</u>	Minimum	<u>Maximum</u>	
Hydrocarbon Dewpoint	degrees Fahrenheit	Less th	nan 10	Ι
<u>Ammonia</u>	Percent by volume (mole%)	0.00%	0.001%	I
<u>Hydrogen</u>	Percent by volume (mole%)	0.00%	0.1%	I
<u>Siloxanes</u>	mg/m³	<u>0</u>	0.5	<u> </u>
<u>Chlorine Total</u>	mg/m ³	<u>0</u>	<u>10</u>	
<u>Fluorine Total</u>	mg/m³	<u>0</u>	<u>10</u>	
<u>Mercury</u>	mg/m³	<u>0</u>	0.08	
<u>Arsenic</u>	mg/m³	<u>0</u>	<u>0.19</u>	
<u>Copper</u>	mg/m³	<u>0</u>	0.6	

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P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.13 Canceling P.S.C. Gas No. 13, Original Sheet No. 36.13

Standard Rate

LGDS

Local Gas Delivery Service

Company shall have the unqualified right to commingle local gas received for service hereunder with gas from other sources. Accordingly, local gas received by Company shall be subject to such changes as may result from such commingling and Company shall, notwithstanding any other provisions herein, be under no obligation to deliver for Customer's account gas identical to that received by Company.

CREDITWORTHINESS

Customer shall upon request of Company agree to maintain an irrevocable letter of credit, cash prepayment, or such other financial instrument satisfactory to Company ("credit support") in order to assure Customer's performance of its obligations hereunder. In determining the level of the security to be required of Customer, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customer, the MDQ, the general creditworthiness of Customer, and Customer's prior credit record with Company, if any. The amount of the credit support shall not exceed two twelfths (2/12) of Customer's estimated annual bill. In the event that Customer defaults on its obligations under this rate schedule, Company shall have the immediate right to draw on such credit support to satisfy Customer's obligation hereunder. Such credit requirements shall be administered by Company in a nondiscriminatory manner.

SPECIAL TERMS AND CONDITIONS

- 1. Service under this rate schedule will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
- 2. Service under this rate schedule shall be performed under a written contract between Customer and Company ("Service Agreement") which shall set forth specific arrangements as to the MDQ, volumes to be transported, Receipt Point, Delivery Point, Receipt Pressure, timing of receipts and deliveries of gas by Company, term, and any other matters relating to individual Customer circumstances.
- Should Customer be unable to provide an amount of <u>local</u> gas to Company at the Receipt Point equivalent to the Gross Nominated Volume (the Net Nominated Volume plus applicable LAUFG), Company will not be obligated hereunder to provide standby quantities of gas. Company will not be obligated to utilize its underground storage capacity for purposes of this
- 4. Company will have the right to curtail or interrupt the delivery of gas hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.
- 5. It is at all times the responsibility of Customer to deliver <u>local</u> gas to the Receipt Point at a pressure ("Receipt Pressure") sufficient to cause the delivery of local gas into the system of Company. Company shall not be obligated to modify either its facilities or its prevailing system operating pressures in order to effectuate the receipt of local gas from Customer at the Receipt Point.

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P.S.C. Gas No. 13, Original Sheet No. 36.14

Standard Rate

LGDS Local Gas Delivery Service

SPECIAL TERMS AND CONDITIONS

- 6. Customer hereby agrees to reimburse Company for all Kentucky sales tax, if any, assessed on the charges specified in this rate schedule. Customer's Kentucky Sales Tax Permit Account Number shall be provided to Company pursuant to Company's request.
- 7. As between Company and Customer, Customer shall be in exclusive control and possession of the local gas until such gas has been delivered to Company at the Receipt Point and after such gas has been delivered to the Delivery Point. Company shall be in exclusive control and possession of such gas while it is in Company's system between the Receipt Point and the Delivery Point. Company shall have no liability while the gas is in the exclusive control of Customer and Customer shall have no liability (except for damage, loss, or injury caused by Company's transportation of gas that does not meet the quality standards set forth herein or that is delivered to Company in violation of any other provision of this Rate Schedule) while the gas is in the exclusive control of Company. Title to all gas delivered by Customer to Company for transportation under this rate schedule shall remain with Customer at all times during transportation by Company. Company shall not acquire or take title to the gas transported hereunder with the exception of any over-deliveries purchased through the operation of the cash-out mechanism described hereunder.
- 8. In no event shall Company be liable to Customer for consequential, indirect, special, punitive, or exemplary damages arising out of service provided hereunder.
- Customer shall enter into a Website Subscriber Agreement if Customer desires to access telemetry data.

TERM OF CONTRACT

The minimum term for service hereunder shall be for a period of one (1) year or through the following October 31, whichever period is shorter. Company, in its sole discretion, may require that a contract be executed for a longer initial term when deemed necessary by the size of MDQ or other special circumstances. After such initial term, service under this rate schedule automatically shall continue in full force and effect and from year to year (from November 1 through October 31, which period shall be defined as a "Contract Year"), until terminated by either Party hereto for any reason, or no reason, pursuant to written notice of termination given by one Party to the other Party by the April 30th prior to the next available November 1st termination date.

When the Parties have agreed upon the terms required to complete the contract for service hereunder, Company shall tender a Service Agreement to Customer reflecting such agreed upon terms. The Service Agreement shall be invalid unless signed by the requesting Party and returned to Company within thirty (30) days after Company provides such Service Agreement to Customer for execution.

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P.S.C. Gas No. 13, First Revision of Original Sheet No. 36 Canceling P.S.C. Gas No. 13, Original Sheet No. 36

Standard Rate

LGDS Local Gas Delivery Service

APPLICABLE

In all territory served.

AVAILABILITY

Service under this rate schedule is available to any party who contracts with Company to provide firm transportation service of local gas where and when such transportation will not, in the sole discretion of Company, interfere with the operation of Company's storage or other facilities, or the delivery of gas to Company's retail sales or end-use gas transportation customers. For the purpose of determining eligibility for service under this rate schedule, local gas shall be defined as locally produced gas or renewable natural gas (RNG) from a production well (or related processing equipment) or RNG facility physically connected to Company's system. Gas transported to Company's system by transportation methods other than a pipeline (e.g., virtual pipeline) shall not be considered local gas. Customer must meet the eligibility requirements further described hereunder and shall deliver gas meeting the gas quality standards incorporated into this rate schedule. Company will not accept gas containing hazardous waste or from sources or feed stocks containing hazardous waste. Customer must certify to Company that gas does not contain hazardous waste and is not produced from sources or feedstocks containing hazardous waste. Company may decline service, or a request for an increase to an existing service, when in Company's sole discretion, the additional local production on its system could jeopardize the quality or reliability of natural gas delivered to customers or impact LG&E's storage operations.

Customer shall request Company to utilize its system to transport, by displacement, such local gas to the Delivery Point. In addition, transportation service hereunder will be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company's system to perform such service without detriment to its other customers.

Company shall not be required to install any facilities of any kind to serve a Customer under this rate schedule. In the event that Company is agreeable to the installation or alteration of any facilities as may be required to serve Customer, then Customer shall execute a separate contract for the construction of such facilities and shall pay for all costs of those facilities prior to Company commencing construction of those facilities. Company shall not be obligated to extend its mains to facilitate service hereunder. Company's "Gas Main Extension Rules" shall not apply to service under this rate schedule.

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State Regulation and Rates

P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.1 Canceling P.S.C. Gas No. 13, Original Sheet No. 36.1

Standard Rate

LGDS Local Gas Delivery Service

AVAILABILITY (continued)

Company and Customer shall enter into an Interconnect Facility Agreement covering the design, ownership, operation, and maintenance of the Interconnect Facility, including, but not limited to, any cost reimbursement provisions. Company shall own and operate the Interconnect Facility (including, but not limited to, regulation, meters, chromatograph, odorization, control valves, taps, filtration, insulators, rights-of-way, and other equipment as are required) to effectuate service hereunder. The Interconnect Facility shall be designed and constructed in accordance with Company's specifications. Company shall own and install facilities downstream of the Interconnect Facility required to connect the Interconnect Facility to Company's mainline gas system. Company shall be reimbursed by Customer for the costs of such downstream facilities and their installation as well as the costs to construct, operate, and maintain the Interconnect Facility. Customer may be required by Company to provide adequate surety to cover the costs incurred by Company related to either the Interconnect Facility or the related downstream facilities. The outlet of the Interconnect Facility shall be the Receipt Point as the latter term is used herein. Customer shall warrant, in its Service Agreement, that all local gas transported under this rate schedule shall be consumed within the Commonwealth of Kentucky.

CHARACTER OF SERVICE

Transportation service under this rate schedule shall be considered firm from the Receipt Point to the Delivery Point. The Delivery Point shall be a pool operating under either Rider PS-TS-2 or Rider PS-FT. Company's sole obligation shall be to receive local gas from Customer for transportation at the Receipt Point and redeliver gas by displacement to the Delivery Point. Company has no obligation to deliver a volume of gas to the Delivery Point, either daily or monthly, which differs from the volume of local gas delivered to Company at the Receipt Point. Company will provide service to meet imbalances only on an as-available basis, as set forth herein.

Company shall not be obligated to deliver gas to the Delivery Point in excess of the Maximum Daily Quantity ("MDQ") as further defined herein. Customer and Company shall mutually agree to establish the level of the MDQ; provided, however, that the MDQ shall not be less than 50 Mcf/day.

Company may decline to deliver volumes to the Delivery Point in excess of the MDQ or accept volumes from the Receipt Point that are in excess of the MDQ plus applicable Lost and Unaccounted for Gas ("LAUFG") as further defined herein.

Company may deliver volumes of gas to the Delivery Point in excess of the MDQ; provided, however, that such deliveries to the Delivery Point in excess of the MDQ shall establish a new Monthly Billing Demand as further defined herein. Regardless of the Monthly Billing Demand established by Customer, Company's obligation to provide firm natural gas transportation service shall be limited to the MDQ.

Volumes shall be delivered by Customer to Company at the Receipt Point as nearly as practicable at uniform hourly rates of flow, that is, 1/24th of the daily Gross Nominated Volume as further defined herein.

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P.S.C. Gas No. 13, Second Revision of Original Sheet No. 36.2 Canceling P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.2

Standard Rate

LGDS Local Gas Delivery Service

RATE

Administrative Charge per month: \$550.00 per Receipt Point

Plus a Basic Service Charge per month: \$750.00 per Receipt Point

Plus a Demand Charge: \$7.38 per Mcf of Monthly Billing Demand

Plus a Distribution Charge: \$0.0456 per Mcf of Net Nominated Volumes at the Delivery Point

The Monthly Billing Demand shall be the greater of (1) the MDQ, or (2) the highest daily volume of gas delivered to the Delivery Point during the current month or the previous eleven (11) monthly billing periods.

In the event that Customer is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Company's Pipeline Transporter(s), then Customer shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

ADJUSTMENT CLAUSES

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

Gas Line Tracker

Franchise Fee

Sheet No. 84

Sheet No. 90

School Tax

Sheet No. 91

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

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State Regulation and Rates

P.S.C. Gas No. 13, Fourth Revision of Original Sheet No. 36.3 Canceling P.S.C. Gas No. 13, Third Revision of Original Sheet No. 36.3

Standard Rate

LGDS Local Gas Delivery Service

MAXIMUM DAILY QUANTITY, NOMINATIONS AND NOMINATED VOLUMES

The MDQ shall represent the maximum volume which Customer shall be entitled to nominate and Company shall be obligated to deliver to the Delivery Point.

As further described below, Customer shall specify to Company the daily volumes of local gas to be received at the Receipt Point (the "Gross Nominated Volume"). From such Gross Nominated Volume shall be deducted an allowance for Company's system average LAUFG expressed as a percentage and based on historical levels. Effective November 1, 2023, such LAUFG percentage is 1.79%. Such LAUFG percentage shall be revised annually each November 1 with notice provided to Customer at least thirty (30) days prior to such November 1.

The Net Nominated Volume (the Gross Nominated Volume less applicable LAUFG) shall be stated in Mcf/day and converted to MMBtu/day using the conversion factor specified by Company. The Net Nominated Volume is the amount that shall be delivered to the Delivery Point.

For example, if Customer requests Company to receive 342 Mcf on a given day at the Receipt Point (the Gross Nominated Volume), and the LAUFG percentage is 5.0%, then the Net Nominated Volume shall be 325 Mcf [$342 - (342 \times 0.05)$]. The Net Nominated Volume of 325 Mcf shall be converted to MMBtu using the conversion factor specified by Company.

At least ten (10) days prior to the beginning of each calendar month, Customer shall provide Company with a schedule setting forth daily volumes of local gas to be delivered into Company's system for the month. Any changes in daily nominated volumes, as well as any other information required to effectuate the delivery of such local gas to Company, shall be provided by Customer to Company no later than 8:00 a.m. Eastern Clock Time ("ECT") on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled at the Delivery Point by an authorized Pool Manager are considered Net Nominated Volumes. Company shall not be obligated to accept from Customer daily nominations or changes thereto that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays observed by Company.

Customer shall submit in writing to Company the daily nominated volumes and such other information as may be required to effectuate the transportation of local gas by using the appropriate Nomination Schedule as may be specified by Company from time to time and by giving appropriate notice as designated by Company.

Customer agrees to inform Company promptly of any changes in the delivery rate to Company of local gas transported under this rate schedule or any other information with regard to scheduling of deliveries that Company reasonably requests or as may be required by proper regulatory authorities.

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State Regulation and Rates

Louisville, Kentucky

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P.S.C. Gas No. 13, Original Sheet No. 36.4

Standard Rate

LGDS Local Gas Delivery Service

LOCAL GAS FLOW ORDERS

Company shall have the right to issue a Local Gas Flow Order ("LGFO") which will require actions by Customer to alleviate conditions that, in the sole judgment of Company, jeopardize the operational integrity of Company's system. Customer shall be responsible for complying with the directives contained in the LGFO.

Notice of an LGFO shall be provided to Customer at least four (4) hours prior to the beginning of the gas day for which the LGFO is in effect and shall include information related to the LGFO. A shorter notice period may be given where necessary to protect the integrity of Company's gas system. Customer shall respond to an LGFO by adjusting its deliveries to Company's system as directed in the LGFO within the specified timeframe.

Upon issuance of an LGFO, Company will direct Customer to comply with one of the following conditions: (a) Customer must nominate at the Receipt Point a Gross Nominated Volume that is no more than the daily amount being received by Company from Customer at the Receipt Point (Metered Receipts); or (b) Customer must nominate at the Receipt Point a Gross Nominated Volume that is no less than the daily amount being received by Company from Customer at the Receipt Point (Metered Receipts). Customer shall respond to an LGFO either by adjusting its Gross Nominated Volume at the Receipt Point or by adjusting volumes being received by Company from Customer at the Receipt Point. All volumes nominated by Customer at the Receipt Point in excess of volumes received by Company from Customer at the Receipt Point in violation of the above "condition (a)" LGFO shall constitute an unauthorized under-delivery by Customer to Company at the Receipt Point. All volumes nominated by Customer at the Receipt Point less than volumes received by Company from Customer at the Receipt Point in violation of the above "condition (b)" LGFO shall constitute an unauthorized over-delivery from Customer to Company at the Receipt Point. Unauthorized under-deliveries or over-deliveries during the effectiveness of an LGFO shall be subject to an LGFO Charge per Mcf for each Mcf of unauthorized underdeliveries or over-deliveries, as applicable. Customer shall be subject to the LGFO Charge on the day for which the LGFO was violated, plus the applicable UCDI charges and any other charges under this rate schedule for such unauthorized under-deliveries or over-deliveries that occur.

Company may, in its sole discretion, issue an LGFO to an individual Customer taking service under this rate schedule without issuing an LGFO to all Customers taking service under this rate schedule.

The LGFO Charge per Mcf shall be equal to \$15.00 plus the higher of either (a) the daily midpoint price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the LGFO was violated, or (b) the daily midpoint price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity

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Standard Rate

LGDS Local Gas Delivery Service

Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS for the day on which the LGFO was violated. Such LGFO Charge shall be in addition to any other charges under this rate schedule.

Company will not be required to provide service under this rate schedule if Customer does not comply with the terms or conditions of an LGFO. Payment of LGFO Charges hereunder shall not be considered an exclusive remedy for failure to comply with the LGFO, nor shall the payment of such charges be considered a substitute for any other remedy available to Company. As a result of Customer's failure to comply with the terms or conditions of service, including an LGFO, Company may take such actions as it deems necessary to suspend service to Customer.

If Customer fails to manage its use of Company's transportation service in strict conformance with the directives of an LGFO, then Company may at its sole discretion do one or more of the following immediately upon delivering oral or written notice to Customer: (1) suspend all local gas transportation service to the extent necessary to protect the operational integrity of Company's system, (2) decline to deliver to the extent necessary the local gas provided by Customer, (3) decline to receive to the extent necessary the volume tendered by Customer at the Receipt Point, and (4) permanently terminate service under this rate schedule. Any suspension or termination under this section shall be without prejudice to and in addition to any other rights and remedies of Company.

IMBALANCES

The terms "Imbalance" or "Imbalances" as used herein mean the difference between Customer's Gross Nominated Volume in Mcf of local gas to be received by Company at the Receipt Point and the metered volume of local gas in Mcf actually received by Company from Customer at the Receipt Point (Metered Receipts).

When Company can provide such balancing service, the Utilization Charge for Daily Imbalances shall apply to daily imbalances in excess of +/-5% of the Gross Nominated Volume. Company shall issue an LGFO as set forth herein during periods when service cannot be provided to meet daily imbalances.

Company shall calculate on a daily and monthly basis Customer's imbalance resulting from the difference between Customer's Gross Nominated Volume in Mcf for receipt by Company at the Receipt Point and the Metered Receipts of gas in Mcf from Customer at the Receipt Point. This will be calculated as follows:

Imbalance = Gross Nominated Volumes - Metered Receipts

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

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Louisville, Kentucky

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P.S.C. Gas No. 13, Original Sheet No. 36.6

Standard Rate

LGDS Local Gas Delivery Service

Company will also determine the imbalance percentage. This percentage will be calculated as follows:

Imbalance % =	(Gross Nominated Volumes - Metered Receipts)
illibalalice 70 –	Gross Nominated Volumes

The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by Company.

If the monthly imbalance is negative (an over-delivery into Company's system), Company shall purchase the monthly imbalance from Customer at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the lower of the following: either (a) the lowest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the lowest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on Customer's monthly imbalance percentage to be applied as follows:

When Total Net Negative Imbalance Percentage is:	The following percentage shall be multiplied by the above-determined amount:
0% to < 5% > 5% to < 10%	100% 90%
>10% to < 15%	80%
$>15\%$ to $\leq 20\%$	70%
>20%	60%

If the monthly imbalance is positive (an under-delivery into Company's system), Customer shall purchase the monthly imbalance from Company at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the highest daily mid-point price

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On And After May 1, 2019

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

State Regulation and Rates

Louisville, Kentucky

Issued by Authority of an Order of the Public Service Commission in Case No. 2018-00295 dated April 30, 2019

P.S.C. Gas No. 13, Original Sheet No. 36.7

Standard Rate

LGDS Local Gas Delivery Service

posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on Customer's monthly imbalance percentage to be applied as follows:

When Total Net	The following percentage
Positive Imbalance	shall be multiplied by the
Percentage is:	above-determined amount:

0% to ≤ 5%	100%
> 5% to < 10%	110%
$>10\%$ to $\le 15\%$	120%
>15% to ≤ 20%	130%
>20%	140%

The monthly imbalance percentages stated above will be used to calculate the cash-out price for imbalances that fall within each category. For example, a Customer with a monthly imbalance percentage of 9% will cash-out at the 0% to 5% price for 5% of the imbalance and at the 5% to 10% price for 4% of the imbalance.

All such cash-out charges or credits, as applicable, shall be shown and included on Customer's monthly bill. The billing of these cash-out charges or credits shall not be construed as a waiver by Company of any other rights or remedies it has under law, the regulations of the PSC of Kentucky, or this rate schedule, nor shall it be construed as an exclusive remedy for failure to comply with the provisions of this rate schedule.

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P.S.C. Gas No. 13, Sixth Revision of Original Sheet No. 36.8 Canceling P.S.C. Gas No. 13, Fifth Revision of Original Sheet No. 36.8

Standard Rate

LGDS

Local Gas Delivery Service

VARIATION IN MMBTU CONTENT

The reconciliation of the actual deliveries to the Delivery Point and Company's receipt of local gas from Customer at the Receipt Point, including any variation in MMBtu content, occurs through the operation of the cash-out provision. If not reflected on the current month's bill, changes in billings of the cash-out provision caused by variations in the MMBtu content of the local gas shall be corrected on the following month's bill using the applicable cash-out price from the month in which the local gas was received by Company from Customer at the Receipt Point.

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UTILIZATION CHARGE FOR DAILY IMBALANCES

Should an imbalance as calculated herein exceed +/- 5% of the Gross Nominated Volume on any day when an LGFO (as described below) has not been issued, then Company shall charge the Utilization Charge for Daily Imbalances times the imbalance in Mcf greater than +/- 5% of Gross Nominated Volume for each daily occurrence.

The Utilization Charge for Daily Imbalances is the sum of the following:

Daily Demand Charge: \$0.1746 per Mcf

Daily Storage Charge: \$0.3797

Utilization Charge for Daily Imbalances: \$0.5543 per Mcf

Note: The Daily Demand Charge may change with each filing of the GSCC.

These charges are in addition to any other charges set forth herein. The Utilization Charge for Daily Imbalances will not be applied to daily imbalances which do not exceed the +/- 5% unless an LGFO has been issued. If an LGFO has been issued, the Utilization Charge for Daily Imbalances shall apply to daily imbalances which exceed 0% for customers in violation of the LGFO directive, either "condition (a)" or "condition (b)" as applicable and further described above under "Local Gas Flow Orders". Customers not in violation of the LGFO directive, either "condition (a)" or "condition (b)" as applicable, will continue to be assessed the Utilization Charge for Daily Imbalances on volumes which exceed the 5% daily tolerance. Company shall not have an obligation to provide balancing service for any volumes of local gas hereunder.

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MEASUREMENT OF GAS

Volumes of local gas transported hereunder will be determined in accordance with Company's measurement base as set forth in the Company's Terms and Conditions. All local gas delivered by Customer to Company pursuant to this rate schedule shall be measured by Company using such gas meters, chromatograph, and other instrumentation as Company deems appropriate.

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State Regulation and Rates

P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.9 Canceling P.S.C. Gas No. 13, Original Sheet No. 36.9

Standard Rate

LGDS Local Gas Delivery Service

REMOTE METERING

Any Customer contracting for service hereunder shall be required, prior to commencing service hereunder, to have appropriate remote metering devices. The remote metering devices allow Company to monitor receipts of local gas from Customer.

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Customer shall reimburse Company for the cost of this remote metering equipment and the cost of its installation, including any modifications to Company facilities required in order to facilitate the functioning of the remote metering. Company may also install at Customer's expense, any backflow protection devices, remote flow equipment, and the like, as may be required in sole discretion of Company, in order to protect the integrity of Company's gas system. Customer shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering or other facilities determined to be necessary by Company. Customer shall be responsible for providing the necessary and adequate electric and telecommunications service to provide this metering within thirty (30) days of Company's notice to Customer that such remote metering shall be required. Electric and telephone services installed for this equipment shall conform to Company's specifications. Customer shall be responsible for maintaining the necessary and adequate electric and telecommunications service to provide remote metering.

GAS QUALITY

Local gas received hereunder shall be merchantable gas within specifications listed in the table included in this tariff and commercially free from toxins, odors, dust, solids, gums, gum forming constituents, gasoline, water, liquid matter and hydrocarbon liquids which may become separated from the gas in the course of transportation through Company's system, or any other foreign substances of any kind (including, for example, carcinogens, siloxanes, volatile metals, heavy metals, halogens or halogenated elements), and not exceeding levels for constituents listed in the table in this tariff, which might interfere with its merchantability or cause injury to or interference with proper operation of lines, regulators, meters, or any other appliances and equipment, or which might present health or safety hazards to Company employees, contractors, or the general public.

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Furthermore, such receipts shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, pathogen, active bacteria, or bacterial agent capable of producing or contributing to corrosion, operational problems, or other problems, or are injurious to utility facilities or cause the local gas to be unmarketable. Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria and acid producing bacteria.

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Customer agrees that it will indemnify Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any claim by any other persons or entity related to or arising from local gas tendered by Customer to Company not meeting the quality specifications herein.

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The local gas tendered by Customer for transport by Company must meet the specifications in the table included in this tariff. If the local gas fails at any time to conform to any of the specifications or merchantability standards set forth herein, then Company shall so notify

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/s/ Robert M. Conroy, Vice President State Regulation and Rates

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P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.10 Canceling P.S.C. Gas No. 13, Original Sheet No. 36.10

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Standard Rate

LGDS Local Gas Delivery Service

GAS QUALITY (continued)

Customer and Company may, at its sole discretion and in addition to any other remedies available to Company, refuse to accept delivery of the local gas. Such notification may result in the operation of automatic controls that would immediately isolate Customer's facility from Company's facilities and shut-in such local gas until such time as Customer can provide evidence satisfactory to Company that the local gas meets the quality specifications and merchantability standards set forth herein.

Company may require Customer to test the quality and/or composition of the local gas whether before delivery to Company or at any other time. Company in its sole discretion shall determine the gas quality testing requirements, testing frequency, and testing equipment to be employed by both Company and Customer and will specify such in the Interconnect Facility Agreement. Such testing requirements may be modified by Company according to the type and quality of the source or feedstock of Customer's local gas and/or the location of Customer's facility on Company's system. Sufficiently prior to initial operation of Customer's facility or any changes in operations, as specified in the Interconnect Facility Agreement, Customer shall notify Company of the type and quality of source(s) or feedstock(s) of Customer's local gas so the composition of the local gas can be tested for adherence to quality specifications. Company further reserves the right to test the composition of the local gas at any time Customer is taking service under this rate schedule.

As specified in the Interconnect Facility Agreement, gas quality testing performed by either Company or Customer shall utilize instrumentation designed for and properly maintained for sampling components in real time or an independent, certified third party to determine or confirm the composition, quality, or both of the local gas being delivered by Customer to Company. Customer shall inform Company in advance of the time(s) and place(s) Customer will collect local gas samples for use in third-party tests to allow Company to observe such collection(s).

Customer shall bear the cost of its own testing and reimburse Company for the cost of any testing incurred by Company. Customer shall provide the results of any testing to Company at Company's request, and Company may audit such results. In addition to quality testing equipment installed as part of the Interconnect Facility, Customer shall have their own set of analytical instrumentation and not rely on Company's instrumentation for gas quality verification.

Company shall not evaluate the local gas delivered to Company's system for the presence or suitability of any environmental attributes or be required to submit information or make filings regarding environmental attributes. Environmental attributes include any and all credits, benefits, emission reductions, offsets and allowances attributable to the production, combustion or other use of the local gas.

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State Regulation and Rates

P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.11 Canceling P.S.C. Gas No. 13, Original Sheet No. 36.11

Standard Rate

LGDS

Local Gas Delivery Service

The table below sets forth the applicable specifications for the local gas received hereunder by Company from Customer. The gas composition shall be determined by the most recent gas quality measurements provided by the in-line monitoring equipment at the Receipt Point or by the most recent sample analysis for constituents not measured by the in-line monitoring equipment. The Interconnect Facility Agreement will specify the components to be measured with in-line monitoring equipment and the components to be measured by sample analysis as well as the immediate shutin limits for each component. Any propane blended with local gas before injection on LG&E's system shall be HD-5 grade (consumer grade) as defined in ASTM Specification D 1835 or as specified by LG&E.

Component	Units	Minimum	Maximum
Total Heating Value	Btu per scf	1,035	1,070
Wobbe Index	Calculated by dividing the Total Heating Value (dry) of the gas (at standard conditions of 14.73 psia and 60 degrees Fahrenheit) by the square root of the specific gravity of the gas	1,336	1,381
Carbon Dioxide	Percent by volume (mole%)	0.00%	2.00%
Water (or water vapor)	lbs. per MMscf	0	7
Hydrogen Sulfide	grains per 100 scf	0	0.25
Total Sulphur (not including any mercaptan sulphur)	grains per 100 scf	0	5
Oxygen	Percent by volume (mole%)	0.00%	0.20%
Nitrogen	Percent by volume (mole%)	0.00%	2.0%
All non-hydrocarbon gases such as carbon dioxide, nitrogen, and oxygen (Total Dilutents and Inerts)	Percent by volume (mole%)	0.00%	4.00%
Non-methane Hydrocarbons (C2+) such as ethane	Percent by volume (mole%)	0.00%	12.00%
Heavier Hydrocarbons (C3, C4, C6, +) such as propane, propylene, butanes, hexanes	Percent by volume (mole%)	0.00%	7.00%
Delivery Temperature	degrees Fahrenheit	40	90

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

State Regulation and Rates

P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.12 Canceling P.S.C. Gas No. 13, Original Sheet No. 36.12

Standard Rate

LGDS **Local Gas Delivery Service**

Table Continued

Component	Units	Minimum	Maximum	
Hydrocarbon Dewpoint	degrees Fahrenheit	Less th	nan 10	
Ammonia	Percent by volume (mole%)	0.00%	0.001%	
Hydrogen	Percent by volume (mole%)	0.00%	0.1%	
Siloxanes	mg/m³	0	0.5	
Chlorine Total	mg/m³	0	10	
Fluorine Total	mg/m³	0	10	
Mercury	mg/m³	0	0.08	
Arsenic	mg/m³	0	0.19	
Copper	mg/m ³	0	0.6	

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/s/ Robert M. Conroy, Vice President State Regulation and Rates **ISSUED BY:**

P.S.C. Gas No. 13, First Revision of Original Sheet No. 36.13 Canceling P.S.C. Gas No. 13, Original Sheet No. 36.13

Standard Rate

LGDS

Local Gas Delivery Service

Company shall have the unqualified right to commingle local gas received for service hereunder with gas from other sources. Accordingly, local gas received by Company shall be subject to such changes as may result from such commingling and Company shall, notwithstanding any other provisions herein, be under no obligation to deliver for Customer's account gas identical to that received by Company.

CREDITWORTHINESS

Customer shall upon request of Company agree to maintain an irrevocable letter of credit, cash prepayment, or such other financial instrument satisfactory to Company ("credit support") in order to assure Customer's performance of its obligations hereunder. In determining the level of the security to be required of Customer, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customer, the MDQ, the general creditworthiness of Customer, and Customer's prior credit record with Company, if any. The amount of the credit support shall not exceed two twelfths (2/12) of Customer's estimated annual bill. In the event that Customer defaults on its obligations under this rate schedule, Company shall have the immediate right to draw on such credit support to satisfy Customer's obligation hereunder. Such credit requirements shall be administered by Company in a nondiscriminatory manner.

SPECIAL TERMS AND CONDITIONS

- 1. Service under this rate schedule will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
- 2. Service under this rate schedule shall be performed under a written contract between Customer and Company ("Service Agreement") which shall set forth specific arrangements as to the MDQ, volumes to be transported, Receipt Point, Delivery Point, Receipt Pressure, timing of receipts and deliveries of gas by Company, term, and any other matters relating to individual Customer circumstances.
- 3. Should Customer be unable to provide an amount of local gas to Company at the Receipt Point equivalent to the Gross Nominated Volume (the Net Nominated Volume plus applicable LAUFG), Company will not be obligated hereunder to provide standby quantities of gas. Company will not be obligated to utilize its underground storage capacity for purposes of this service.
- 4. Company will have the right to curtail or interrupt the delivery of gas hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.
- 5. It is at all times the responsibility of Customer to deliver local gas to the Receipt Point at a pressure ("Receipt Pressure") sufficient to cause the delivery of local gas into the system of Company. Company shall not be obligated to modify either its facilities or its prevailing system operating pressures in order to effectuate the receipt of local gas from Customer at the Receipt Point.

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

State Regulation and Rates

P.S.C. Gas No. 13, Original Sheet No. 36.14

Standard Rate

LGDS Local Gas Delivery Service

SPECIAL TERMS AND CONDITIONS

- 6. Customer hereby agrees to reimburse Company for all Kentucky sales tax, if any, assessed on the charges specified in this rate schedule. Customer's Kentucky Sales Tax Permit Account Number shall be provided to Company pursuant to Company's request.
- 7. As between Company and Customer, Customer shall be in exclusive control and possession of the local gas until such gas has been delivered to Company at the Receipt Point and after such gas has been delivered to the Delivery Point. Company shall be in exclusive control and possession of such gas while it is in Company's system between the Receipt Point and the Delivery Point. Company shall have no liability while the gas is in the exclusive control of Customer and Customer shall have no liability (except for damage, loss, or injury caused by Company's transportation of gas that does not meet the quality standards set forth herein or that is delivered to Company in violation of any other provision of this Rate Schedule) while the gas is in the exclusive control of Company. Title to all gas delivered by Customer to Company for transportation under this rate schedule shall remain with Customer at all times during transportation by Company. Company shall not acquire or take title to the gas transported hereunder with the exception of any over-deliveries purchased through the operation of the cash-out mechanism described hereunder.
- 8. In no event shall Company be liable to Customer for consequential, indirect, special, punitive, or exemplary damages arising out of service provided hereunder.
- 9. Customer shall enter into a Website Subscriber Agreement if Customer desires to access telemetry data.

TERM OF CONTRACT

The minimum term for service hereunder shall be for a period of one (1) year or through the following October 31, whichever period is shorter. Company, in its sole discretion, may require that a contract be executed for a longer initial term when deemed necessary by the size of MDQ or other special circumstances. After such initial term, service under this rate schedule automatically shall continue in full force and effect and from year to year (from November 1 through October 31, which period shall be defined as a "Contract Year"), until terminated by either Party hereto for any reason, or no reason, pursuant to written notice of termination given by one Party to the other Party by the April 30th prior to the next available November 1st termination date.

When the Parties have agreed upon the terms required to complete the contract for service hereunder, Company shall tender a Service Agreement to Customer reflecting such agreed upon terms. The Service Agreement shall be invalid unless signed by the requesting Party and returned to Company within thirty (30) days after Company provides such Service Agreement to Customer for execution.

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On And After May 1, 2024

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

State Regulation and Rates

Rebecca C. Jones

Manager, Gas Supply Gas Management, Planning, and Supply O 502-627-2424 rebecca.jones@lge-ku.com



Address

March 29, 2024

Proposed Changes to Local Gas Delivery Service Tariff for Louisville Gas and Electric Company

Salutation

This letter is an updated version of the correspondence I provided yesterday.

On March 29, 2024, Louisville Gas and Electric Company ("LG&E") submitted to the Kentucky Public Service Commission for approval proposed changes to its Local Gas Delivery Service ("LGDS") tariff, which are proposed to become effective for service rendered on and after May 1, 2024. The LGDS tariff describes the terms and conditions for the delivery of locally produced gas to LG&E, which includes renewable natural gas ("RNG"). Because you have recently inquired about the possibility of delivering gas under the tariff, LG&E is providing notice of the proposed changes.

Based on developments in the RNG industry, LG&E assessed its LGDS tariff and determined that revisions are necessary to strengthen and clarify its LGDS terms, conditions, and gas quality specifications. There are no changes proposed to the rates charged in the LGDS tariff. The proposed revisions include (1) clarifying the definition of local gas to exclude gas delivered by a virtual pipeline or containing hazardous waste; (2) requiring producers to have their own gas quality testing equipment; and (3) updating the gas quality specifications. Regarding the gas quality specifications, LG&E proposes revising the total heating value to more closely align with gas received from LG&E's interstate pipeline suppliers. Other gas quality revisions include adding maximum volumes for nitrogen and trace constituents. A copy of the redlined tariff is attached for reference.

You may examine this tariff filing at LG&E's office located at 820 West Broadway Louisville, KY 40202 and at the Commission's offices located at 211 Sower Boulevard, Frankfort, Kentucky, Monday through Friday, 8:00 a.m. to 4:30 p.m., or through the Commission's Web site at http://psc.ky.gov. Comments regarding this tariff filing may be submitted to the Public Service Commission through its Web site or by mail to Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602. The terms and conditions contained in this notice are those proposed by LG&E, but the Public Service Commission may order terms and conditions that differ from the

proposed rates contained in this notice. Any person may submit a timely written request for intervention to the Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602, establishing the grounds for the request including the status and interest of the party. If the commission does not receive a written request for intervention within thirty (30) days of the mailing of the notice, the commission may take final action on the tariff filing.

Should you have any questions regarding this filing, please let me know.

Sincerely,

Rebecca C. Jones