

# Kentucky Utilities Company

P.S.C. No. 14, Second Revision of Original Sheet No. 30  
 Canceling P. S. C. No. 14, First Revision of Original Sheet No. 30

Standard Rate	IS	
	Industrial Service	
<b>APPLICABLE</b>		
In all territory served.		
<b>AVAILABILITY OF SERVICE</b>		
Available for three-phase delivery to customers up to an aggregate of two hundred (200) MVA for all customers taking service under this schedule and under the Industrial Service Rate IS schedule of Louisville Gas and Electric Company. This schedule is restricted to individual customers whose monthly demand is twenty (20) MVA or greater. A customer is defined as large industrial time-of-day if that customer's load either increases or decreases twenty (20) MVA or more per minute or seventy (70) MVA or more in ten (10) minutes when such increases or decreases exceed one (1) occurrence per hour during any hour of the billing month.		
Subject to the above aggregate limit of two hundred (200) MVA, this schedule is mandatory for all customers whose load is defined as large industrial time-of-day and not served on another standard rate schedule as of July 1, 2004.		
<b>BASE RATE</b>		
Customer Charge:	\$120.00 per month	
Energy Charge of:	<u>Primary</u>	<u>Transmission</u>
Per monthly billing period	\$0.03386 per kWh	\$0.02930 per kWh
Plus a Demand Charge of:		
Per monthly billing period		
Standard Load Charges:		
On-Peak	\$5.23 per kVA	\$5.02 per kVA
Off-Peak	\$1.37 per kVA	\$1.37 per kVA
Where the monthly Standard On-Peak billing and Off-Peak billing are the greater of the applicable charge per kVA times:		
a) the maximum metered standard demand, as measured over a fifteen (15) minute interval, for each peak period in the monthly billing period; b) 60% of the maximum metered standard demand, as determined in (a) above, for each peak period in the preceding eleven (11) monthly billing periods; c) 60% of the contract capacity based on the expected maximum demand upon the system; or d) minimum may be adjusted where customer's service requires an abnormal investment in special facilities.		
Plus Fluctuating Load Charges:		
On-Peak	\$2.73 per kVA	\$0.81 per kVA
Off-Peak	\$0.81 per kVA	\$0.81 per kVA

**CANCELLED**  
**AUG 01 2010**  
 KENTUCKY PUBLIC SERVICE COMMISSION

KENTUCKY PUBLIC SERVICE COMMISSION  
**JEFF R. DEROUEN**  
 EXECUTIVE DIRECTOR  
 TARIFF BRANCH

**Date of Issue:** December 22, 2009  
**Date Effective:** January 28, 2010  
**Issued By:** Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

*Lonnie E. Bellar*

*Brent Kirtley*

**1/28/2010**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

<b>Standard Rate</b>	<b>IS</b>
<b>Industrial Service</b>	

Where the monthly Fluctuating On-Peak billing and Off-Peak billing are the greater of the applicable charge per kVA times:

- e) the maximum metered fluctuating demand, as measured over a five (5) minute interval, for each peak period less the maximum metered standard demand for that peak period in the monthly billing period, or
- f) 60% of the billed fluctuating demand, as determined in (e) above, for each peak period in the preceding eleven (11) monthly billing periods.

**RATING PERIODS**

The rating periods applicable to the peak load charges shall be as follows:

The On-Peak Period during the four consecutive summer billing months of June through September is defined as weekdays from 10:00 a.m. to 9:00 p.m., Eastern Standard Time (EST), year round, throughout Company's service territory.

The On-Peak Period during the eight consecutive winter billing months of October through May is defined as weekdays from 8:00 a.m. to 10:00 p.m., Eastern Standard Time (EST), year round, throughout Company's service territory.

The Off-Peak Period shall consist of all other hours.

**MINIMUM CHARGE**

The minimum charge will be the Demand 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.

**ADJUSTMENT CLAUSES**

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

- Fuel Adjustment Clause
- Environmental Cost Recovery Surcharge
- Franchise Fee Rider
- School Tax

- Sheet No. 85
- Sheet No. 87
- Sheet No. 90
- Sheet No. 91

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**DUE DATE OF BILL**

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

**LATE PAYMENT CHARGE**

If full payment is not received within three (3) days from the due date of the bill, a 1% late payment charge will be assessed on the current month's charges.

PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE  
 2/6/2009  
 PURSUANT TO 807 KAR 5:011  
 SECTION 9 (1)

Date of Issue: February 9, 2009  
 Date Effective: February 6, 2009

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

*Lonnie E. Bellar*

By *[Signature]* Kentucky  
 Executive Director

Standard Rate

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**TERM OF CONTRACT**

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five years with successive one year term renewal until canceled by either party giving at least one (1) year written notice to the other prior to the end of the initial term or the then current annual renewal period, as applicable.

**PROTECTION OF SERVICE**

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 undesirable 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.

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**SYSTEM CONTINGENCIES AND INDUSTRY SYSTEM PERFORMANCE CRITERIA**

Company reserves the right to interrupt up to 95% of Customer's load to facilitate Company compliance with system contingencies and with industry performance criteria. Customer will permit Company to install electronic equipment and associated real-time metering to permit Company interruption of Customer's load. Such equipment will immediately notify Customer five (5) minutes before an electronically initiated interruption that will begin immediately thereafter and last no longer than ten (10) minutes nor shall the interruptions exceed twenty (20) per month. Such interruptions will not be accumulated nor credited against annual hours, if any, under the CURTAILMENT SERVICE RIDER 3. Company's right to interrupt under this provision is restricted to responses to unplanned outage or derates of E.ON U.S. LLC System (EUS System) owned or purchased generation or when Automatic Reserve Sharing is invoked with ECAR or an ISO/TRO. EUS System, as used herein, shall consist of KU and LG&E. At customer's request, Company shall provide documentation of the need for interruption under this provision within sixty (60) days of the end of the applicable billing period.

KENTUCKY PUBLIC  
SERVICE COMMISSION  
DEPARTMENT OF REVENUE  
EFFECTIVE  
2/6/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

Date of Issue: February 9, 2009

Date Effective: February 6, 2009

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

By *[Signature]* **Executive Director**

# Kentucky Utilities Company

P.S.C. No. 14, Original Sheet No. 30.3

Standard Rate

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## LIABILITY

In no event shall Company have any liability to the Customer or any other party affected by the electrical service to the 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 the Customer or any other party. In the event that the Customer's use of Company's service causes damage to Company's property or injuries to persons, the 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.

## TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

**CANCELLED**  
**AUG 01 2010**  
KENTUCKY PUBLIC  
SERVICE COMMISSION

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
2/6/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

Date of Issue: February 9, 2009

Date Effective: February 6, 2009

Issued By: Lonnie E. Bellar, Vice President, State Regulation and By *[Signature]* Kentucky

*[Signature]* Executive Director

Issued by Authority of an Order of the KPSC in Case Nos. 2007-00565 and 2008-00251 dated February 5, 2009