P.S.C. Gas No. 11, Original Sheet No. 20

AAGS As-Available Gas Service

## APPLICABLE

**Standard Rate** 

In all territory served.

### **AVAILABILITY OF SERVICE**



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This rate schedule is designed to make available to commercial and industrial customers quantities of natural gas that Company may from time to time have available for sale without impairment of service to customers served under other higher priority rate schedules, and which can be supplied from Company's existing distribution system, subject to the provisions of this rate schedule.

This rate shall not be available for gas loads which are predominantly space heating in character. In order to ensure that this rate schedule shall not be available for loads which are predominantly space heating in character and which do not consume substantial quantities of gas throughout the year, customers served hereunder shall be required to consume, when gas is available, at least 50 Mcf each day during each billing cycle at each individual delivery point.

Customers served under Rate G-6 and Rate G-7 as of the first effective date of this Rate AAGS shall have the right to elect service under Rate AAGS, Rate CGS, or Rate IGS. Such Customers that elect to transfer from either Rate G-6 or Rate G-7 to service under Rate AAGS may do so without complying with the requirement set forth above that customers served hereunder shall be required to consume, when gas is available, at least 50 Mcf each day during each billing cycle at each individual delivery point. Customers not electing service under either Rate CGS or Rate IGS shall receive service hereunder upon the first effective date hereof, irrespective of the November 1 start-date set forth in "Contract-Term" below.

## COMPANY NOT OBLIGATED TO CONTINUE SERVICE

Company shall have the right to discontinue the supply of natural gas wholly or in part for such period or periods as, in the sole judgment of Company, may be necessary or advisable to enable it to supply the full gas requirements of its customers served under higher priority rate schedules. Nothing herein shall prevent Company from expanding its obligations under such other rate schedules. Company may decline to accept any additional contracts for service hereunder.

#### **CONTRACT TERM**

Customers served under Rate AAGS shall enter a written contract with Company more fully described in the Special Terms and Conditions of this rate schedule. The minimum contract term for service hereunder shall be for a period of at least one (1) year and shall commence on

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DATE EFFECTIVE: July 1, 2017

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

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR
EFFECTIVE ( 7/1/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

## Louisville Gas and Electric Company

P.S.C. Gas No. 11, Eighth Revision of Original Sheet No. 20.1 Canceling P.S.C. Gas No. 11, Seventh Revision of Original Sheet No. 20.1

1.0644

4.2104

5.2748

**Standard Rate** 

#### AAGS As-Available Gas Service

#### **CONTRACT TERM** (continued)

November 1 and be effective through the following October 31, and year to year thereafter, unless terminated by either Company or Customer upon prior written notice on or before the April 30 preceding the October 31 termination date.

Any customer served under Rate CGS or Rate IGS shall provide notice to Company by April 30 of its request for service to be effective commencing on the following November 1.

### RATE

Basic Service Charge per month: \$500.00 per delivery point

Plus a Charge per Mcf: Distribution Charge Gas Supply Cost Component Total Charge Per Mcf;

The "Gas Supply Cost Component" as shown above is the cost per Mcf determined in accordance with the Gas Supply Clause set forth on Sheet Nos. 85 of this Tariff. The Performance-Based Ratemaking Mechanism, set forth on Sheet Nos. 87, is included as a component of the Gas Supply Clause as shown on Sheet No. 85 of this Tariff.

#### ADJUSTMENT CLAUSES

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

Gas Line Tracker	
Demand Side Management Cost Recovery Mechanism	3
Tax Cuts and Jobs Act Surcredit	
Franchise Fee and Local Tax	
School Tax	3

Sheet No. 84 Sheet No. 86 Sheet No. 89 Sheet No. 90 Sheet No. 91

## PENALTY FOR FAILURE TO INTERRUPT

Company shall have the right to interrupt sales service under this rate schedule upon eighteen (18) hours' prior notice. Provision of oral notice by telephone to Customer shall be deemed proper notice of interruption of service under this rate schedule.

DATE OF ISSUE: January 25, 2019

DATE EFFECTIVE: February 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. 2018-00403 dated January 17, 2019

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director
Steven R. Punson
EFFECTIVE
2/1/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

CANCELLED MAY 0 1 2019 KENTUCKY PUBLIC SERVICE COMMISSION

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**Standard Rate** 

## P.S.C. Gas No. 11, Original Sheet No. 20.2

CANCEL

## AAGS As-Available Gas Service

## PENALTY FOR FAILURE TO INTERRUPT (continued)

In addition to the charges set forth above, if the Customer fails to discontinue the consumption of MMISSION natural gas at its facility at the conclusion of the eighteen- (18-) hour notice period, Company may charge the Customer the following penalty for each Mcf used during the period of interruption in addition to any other remedy available to Company, including, but not limited to, immediate termination of service under this rate schedule, irrespective of the provisions set forth on "Contract Term", and immediate transfer by Company to either Rate CGS or Rate IGS, as applicable.

Customer shall be charged a per Mcf penalty charge applicable to any unauthorized takes of gas during the period of interruption (excluding Pilot Light Requirements where applicable) equal to \$15.00 plus 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 period of interruption that falls into each monthly billing cycle, or (b) the highest 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 during the period of interruption that falls into each monthly billing cycle, or (b) the highest 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 period of interruption that falls into each monthly billing cycle. Such penalty for failure to interrupt shall be in addition to any other charges under this rate schedule for such unauthorized usage by Customer that occurs following the conclusion of the eighteen- (18-) hour notice of interruption by Company to Customer.

Company shall not be required to provide service under this rate schedule for any Customer that does not comply with the terms or conditions of this rate schedule. Payment of penalty charges hereunder shall not be considered an exclusive remedy for failure to comply with the notice of interruption, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

## SPECIAL TERMS AND CONDITIONS

- Service under this rate schedule will be furnished under Company's Terms and Conditions T applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor T inconsistent, with the specific provisions hereof.
- Service shall be supplied hereunder only at such times and in such volumes as Company, in its sole judgment, determines that gas is available for such service without impairment of service supplied under other rate schedules.
- 3. Each customer served hereunder shall be required to enter into a written contract specifying, T among other things, realistic monthly requirements for gas under this rate schedule. Such volumes shall be used as the basis for apportionment of gas when the total customer requirements exceed the quantity of gas available for service hereunder.

DATE OF ISSUE: July 7, 2017

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

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR
EFFECTIVE 7/1/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# P.S.C. Gas No. 11, Original Sheet No. 20.3 CANCELLED

KENTUCKY PUBLIC

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**Standard Rate** 

#### AAGS As-Available Gas Service

#### SPECIAL TERMS AND CONDITIONS (continued)

- 4. The customer shall contract under this rate schedule for a specified quantity of gas stated in terms of maximum required deliveries in Mcf per day. On no day shall Company be obligated to supply gas in excess of such contract quantity. In no case will Company be obligated to supply gas to Customer at greater volumes and greater rates of flow than those historically delivered by Company to Customer.
- 5. Customer shall discontinue taking service upon applicable notice by Company to do so.
- No gas service whatsoever to Customer's equipment or process served hereunder shall be supplied or permitted to be taken under any other of Company's gas rate schedules during periods of interruption.
- 7. Upon commencement of service hereunder, Customer shall be required to certify that Customer's alternate fuel facilities are operational and alternate fuel is on site and capable of use. Company may, at its discretion, verify such certification through physical inspection of Customer's facility. In the event that Customer does not have alternate fuel facilities, Customer shall certify that the processes which utilize gas delivered hereunder are capable of complete discontinuance of natural gas use. Company may request Customer to verify either of the foregoing alternatives on an annual basis on or before October 1 of each year. Failure of Customer to annually certify either of the above alternatives shall result, in the sole discretion of Company, in immediate termination of service under this rate schedule and the immediate transfer to the appropriate firm sales rate schedule, either Rate CGS or Rate IGS.
- Service hereunder must be supplied through a separate meter and physically isolated from any other service provided by Company under other rate schedules.
- Company shall not be obligated to install or construct any facilities (other than necessary meters T and regulators) in order to provide service hereunder.
- 10. Any Customer contracting for service hereunder, other than a Customer transferring from either Rate G-6 or Rate G-7 as stipulated above, may be required, in the sole discretion of Company, either prior to electing service hereunder or at any time thereafter, to have appropriate remote metering devices. The remote metering devices allow Company to monitor the Customer's usage and determine compliance with notice of interruption of service hereunder. The Customer shall reimburse Company for the cost of the remote metering equipment, for any modifications to Company facilities, and for the replacement of any existing meters required in order to facilitate the functioning of the remote metering.

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

KENTUCKY PUBLIC SERVICE COMMISSION
John Lyons ACTING EXECUTIVE DIRECTOR
EFFECTIVE 7/1/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# Louisville Gas and Electric Company

#### P.S.C. Gas No. 11, Original Sheet No. 20.4

## Standard Rate

### AAGS As-Available Gas Service

#### SPECIAL TERMS AND CONDITIONS (continued)

Any Customer required to have remote metering as described above 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.

Any Customer required to have remote metering shall be responsible for providing the necessary and adequate electric and telephone 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. The Customer shall be responsible for maintaining the necessary and adequate electric and telephone service to provide such remote metering.

## **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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#### DATE OF ISSUE: July 7, 2017

DATE EFFECTIVE: July 1, 2017

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

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EFFECTIVE 7/1/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)