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WRITTEN CONSENT

R.S.C.  
RATES & RESEARCH DIV.

This Written Consent ("Agreement") is entered into this 14 day of Nov, 1993 between Louisville Gas and Electric Company, a public utility engaged in the business of providing gas and electric service (hereinafter "LG&E") and Pioneer Mobile Home Park located in Jefferson County, Kentucky and an electric customer of LG&E (hereinafter "Pioneer").

WITNESSETH:

**WHEREAS**, LG&E generates and purchases electricity and has the exclusive right to distribute and sell the same at retail within its certified territory in Jefferson County and in portions of Bullitt, Hardin, Henry, Meade, Oldham, Shelby, Spencer and Trimble Counties pursuant to Chapter 278 of the Kentucky Revised Statutes.

**WHEREAS**, Pioneer desires to resell the electric energy furnished by LG&E to the occupants of the trailer park for their use and consumption on the premises and the written consent of LG&E is required for the resale of such energy.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

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1. Resale of Electric Energy.

(a) Electric energy furnished under LG&E's standard application or contract is only for use of Pioneer and the resale of such energy to any other person, firm or corporation on

PURSUANT TO 807 KAR 5011,  
BY Robert C. Paul  
FOR THE PUBLIC SERVICE COMMISSION



Pioneer's premises or for use on any other premises is prohibited without the written consent of LG&E.

(b) LG&E hereby consents to the resale of the electric energy furnished to Pioneer to the occupants in the Pioneer Mobile Home Park facility in accordance with the terms and conditions of this Agreement. The resale of electric energy pursuant to this Agreement is a conditional and revocable privilege.

2. Rules and Regulations. The resale of electric energy by Pioneer to the occupants of the mobile home park shall be in accordance with the applicable rules and regulations of the Public Service Commission of Kentucky and the Rules and Regulations for Furnishing Electric Service of LG&E ("Electric Tariff") approved by the Public Service Commission of Kentucky.

3. Rates. The electric energy furnished to Browns may be resold only under one of the following two procedures:

(1) The monthly bill for electric service shall be divided by the total kwh delivered to Derby during the billing period; the resulting rate per kwh shall then be applied to the kwh of energy consumed by each end-user.

(2) Such energy shall be resold at rates which are identical to the rates which would be charged by LG&E for like and contemporaneous service.

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Please indicate your choice of billing method: (1) Pursuant to (2) Pursuant to KAR 5011, SECTION 9 (1)

4. Type of Service. All electric energy resold by Pioneer shall be made available only for single-phase residential service for lighting, heating, cooking, refrigeration, household appliances

BY: *[Signature]* FOR THE PUBLIC SERVICE COMMISSION



and other domestic purposes, subject to any special terms contained in LG&E's Electric Tariff.

5. **Term.** This Agreement shall continue from month to month until Pioneer closes its account with LG&E or cancels as herein provided.

6. **Cancellation.** The privilege of reselling the electric energy furnished by LG&E may be revoked and this Agreement may be canceled for such causes as set forth in LG&E's Electric Tariff or for failure to comply with the terms and conditions herein. This Agreement shall not impair or otherwise limit LG&E's rights to discontinue service to Pioneer according to the rules and regulations of the Public Service Commission or its Electric Tariff.

7. **Assignment.** Pioneer agrees not to resell any electric energy to any person, firm or corporation outside Pioneer's premises, and this Agreement is not assignable or transferable.

8. **LG&E Not Liable for Resale of Electric Energy.** LG&E is acting merely as a supplier of electricity delivered to the point of connection of LG&E's and Pioneer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to the occupants of the trailer park or their property or third persons resulting from the presence, use or abuse of electricity on the premises of the trailer park or resulting from defects in or accidents to any of the trailer park occupants' wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever unrelated to LG&E's service.

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PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY: *Robert C. Neal*  
FOR: **LG&E ENERGY**



9. LG&E Not Liable for Interruptions. LG&E shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of electric service resold by Pioneer to the occupants of the trailer park or sold by LG&E to Pioneer for resale to the occupants of the trailer park except to the extent that it is liable to its other normal commercial customers.

10. Permits. Pioneer shall obtain or cause to be obtained all permits, certificates or other governmental or regulatory approvals necessary for the resale of electric energy to the occupants of the trailer park and shall operate and maintain any apparatus or facilities used for the resale of electric energy within the premises of the trailer park in accordance with all local, state and federal regulations and good engineering practice and all applicable safety or electric codes.

11. Consumer Complaints. LG&E acknowledges and accepts the obligation to resolve any complaints from the occupants of the trailer park concerning the rates or charges for the electric energy resold under this Agreement. In the event any of the occupants of the trailer park shall have such a complaint, they may bring their complaint to the Louisville Gas and Electric Company for resolution. As a condition to the resale of LG&E's electric energy, Pioneer agrees to respond to any such complaint and cooperate with the Louisville Gas and Electric Company in order to resolve the dispute.

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12. LG&E's Tariff. This written consent shall supplement LG&E's Electric Tariff. In the event of a conflict, the rules and

PERMISSIVE ORDER NO. 0011,  
SECTION 9 (1)  
BY: *John C. Mack*  
FOR THE PUBLIC SERVICE COMMISSION



regulations contained in LG&E's Electric Tariff shall control. This Agreement shall at all times be subject to changes or modifications as the Public Service Commission of Kentucky may, from time to time, direct in the exercise of its authority.

Having read the above-described terms and conditions, this Agreement is hereby accepted and agreed to:

LOUISVILLE GAS AND ELECTRIC

PIONEER MOBILE HOME PARK

BY: T. Keith Alexander  
 TITLE: Account Executive  
 DATE: 11/30/94

BY: Margorie Bailey  
 TITLE: Manager  
 DATE: 11-16-94

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PURSUANT TO 807 KAR 5011,  
 SECTION 9 (1)  
 BY: Anderson C. Hoel  
 FOR THE PUBLIC SERVICE COMMISSION