

Mr. David Foster, Chief Utilities Division Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37219 Kentucky Utilities Company State Regulation and Rates 220 West Main Street PO Box 32010 Louisville, Kentucky 40232 www.lge-ku.com

Robert M. Conroy Director - Rates T 502-627-3324 F 502-627-3213 robert.conroy@lge-ku.com

January 28, 2011

filed electronically in docket office on 01/31/11

RE: PETITION OF KENTUCKY UTILITIES COMPANY FOR APPROVAL OF ADJUSTMENT OF ITS ELECTRIC RATES, TERMS AND CONDITIONS OF SERVICE AND REVISED TARIFF - DOCKET NO. 10-00223

Dear Mr. Foster:

Pursuant to the Tennessee Regulatory Authority's decision of January 24, 2011, in the above-referenced proceeding, enclosed are an original and four copies of revised tariffs to Kentucky Utilities Company's ("KU's") tariff, T.R.A. No. 1, which will become effective February 1, 2011.

# New Revision

| First Revision of Original Sheet No. 1    |
|---|
| First Revision of Original Sheet No. 5    |
| First Revision of Original Sheet No. 36   |
| First Revision of Original Sheet No. 36.1 |
| Original Sheet No. 36.2                   |
| First Revision of Original Sheet No. 36.3 |
| First Revision of Original Sheet No. 45   |
| First Revision of Original Sheet No. 57   |
| First Revision of Original Sheet No. 57.1 |
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# Canceling

Original Sheet No. 1 Original Sheet No. 5 Original Sheet No. 36 Original Sheet No. 36.1 Original Sheet No. 36.3 Original Sheet No. 36.4 Original Sheet No. 45 Original Sheet No. 57 Original Sheet No. 57.1 Original Sheet No. 57.2 Original Sheet No. 57.2 Mr. David Foster, Chief Utilities Division Tennessee Regulatory Authority January 28, 2011

# New Revision

# Canceling

| First Revision of Original Sheet No. 70    | Original Sheet No. 70    |
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| First Revision of Original Sheet No. 93    | Original Sheet No. 93    |
| First Revision of Original Sheet No. 95    | Original Sheet No. 95    |
| First Revision of Original Sheet No. 97    | Original Sheet No. 97    |
| First Revision of Original Sheet No. 97.1  | Original Sheet No. 97.1  |
| First Revision of Original Sheet No. 101   | Original Sheet No. 101   |
| First Revision of Original Sheet No. 101.1 | Original Sheet No. 101.1 |
| First Revision of Original Sheet No. 102   | Original Sheet No. 102   |
| First Revision of Original Sheet No. 103   | Original Sheet No. 103   |
| First Revision of Original Sheet No. 105   | Original Sheet No. 105   |
|  | <u> </u>                 |

Please contact me if you have any questions concerning this filing.

Sincerely,

Robert M. Conroy

Enclosures

cc: Sharla Dillon, Dockets and Records Manager, Tennessee Regulatory Authority D. Billye Sanders, Attorney-at-Law

T.R.A. No. 1, First Revision of Original Sheet No. 1 Canceling T.R.A. No. 1, Original Sheet No. 1

|                 | GENERAL INDEX Standard Electric Rate Schedules – Terms and G | Conditions      |                   |
|-----------------|--|-----------------|-------------------|
|                 |  |                 |                   |
| Title           |  | Sheet<br>Number | Effective<br>Date |
| General Index   |  | 1               | 02-01-11          |
| SECTION 1 - Sta | andard Rate Schedules  |                 |                   |
| RS              | Residential Service  | 5               | 02-01-11          |
| P.O. LT.        | Private Outdoor Lighting                                     | 36              | 02-01-11          |
|                 | Special Charges  | 45              | 02-01-11          |
| SECTION 2 - R   | iders to Standard Rate Schedules                             |                 |                   |
| NMS             | Net Metering Service   | 57              | 02-01-11          |
| KWH             | Kilowatt-Hours Consumed By Lighting Unit                     | 67              | 08-01-09          |
| GER             | Green Energy Rider   | 70              | 02-01-11          |
| SECTION 4 – Ad  | djustment Clauses  |                 |                   |
|                 | Phase-In Multipliers   | 93              | 02-01-11          |
| SECTION 5 - Te  | erms and Conditions  |                 |                   |
|                 | Customer Bill of Rights                                      | 95              | 02-01-11          |
|                 | General  | 96              | 08-01-09          |
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|                 | Company Responsibilities                                     | 98              | 08-01-09          |
|                 | Character of Service   | 99              | 08-01-09          |
|                 | Special Terms and Conditions Applicable to Rate RS           | 100             | 08-01-09          |
|                 | Billing  | 101             | 02-01-11          |
|                 | Deposits   | 102             | 02-01-11          |
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T.R.A. No. 1, First Revision of Original Sheet No. 5 Canceling T.R.A. No. 1, Original Sheet No. 5

Standard Rate

RS

# Residential Service

#### APPLICABLE

In all territory served.

#### **AVAILABILITY OF SERVICE**

Available for single phase delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff.

# RATE

Basic Service Charge:

\$8.50 per month

Plus an Energy Charge of:

\$0.06805 per kWh

#### ADJUSTMENT CLAUSE

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

Phase-In Multipliers

Sheet No. 93

# MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

# DUE DATE OF BILL

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

#### LATE PAYMENT CHARGE

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

# TERMS AND CONDITIONS

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

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T.R.A. No. 1, First Revision of Original Sheet No. 36 Canceling T.R.A. No. 1, Original Sheet No. 36

# Standard Rate

# P.O. LT.

# **Private Outdoor Lighting**

# APPLICABLE

In all territory served.

#### **AVAILABILITY OF SERVICE**

Service under this schedule is offered, under the conditions set out hereinafter, for lighting applications on private residential property to Customers now receiving electric service from the Company at the same location. Service will be provided under written contract signed by Customer prior to service commencing, when facilities are required other than fixture(s).

#### RATE

# OVERHEAD SERVICE [Fixture Only]

Based on lighting choice, Company will furnish and install the lighting unit complete with lamp, fixture, photoelectric control and mast arm.

| TYPE OF FIXTURE                  | APPROX.<br>LUMENS | kW<br>RATING | MONTHLY<br>CHARGE |
|----------------------------------|-------------------|--------------|-------------------|
| Open Bottom Mercury Vapor        | 7,000*            | .207         | \$ 9.52           |
| Open Bottom High Pressure Sodium | 5,800             | .083         | \$ 6.36           |
| Open Bottom High Pressure Sodium | 9,500             | .117         | \$ 6.90           |

**NOTE:** \* RESTRICTED TO THOSE FIXTURES IN SERVICE ON AUGUST 20, 1990. UPON FAILURE, EXISTING FIXTURES WILL EITHER BE REMOVED FROM SERVICE OR REPLACED WITH AVAILABLE LIGHTING AT THE CUSTOMER'S OPTION.

# DIRECTIONAL (SERVED OVERHEAD)

| TYPE OF FIXTURE                  | APPROX.       | kW            | MONTHLY |
|----------------------------------|---------------|---------------|---------|
|                                  | <u>LUMENS</u> | <u>RATING</u> | CHARGE  |
| Directional High Pressure Sodium | 9,500         | .117          | \$ 8.01 |

# ADDITONAL FACILITIES

The Company will furnish a complete standard or directional fixture with appropriate mast arm on existing poles with available secondary voltage of 120/240. All facilities required by Company will be standard stocked material. The above rates for OVERHEAD SERVICE contemplate installation on an existing wood pole and, if needed, up to 150 feet of conductor.

Where the location of existing poles is not suitable or where there are no existing poles or adequate facilities for mounting of lights, and the Customer requests service under these conditions, the Company may furnish the required facilities at an additional charge per month to be determined by the Company. These additional charges are subject to change by Company upon thirty (30) days prior written notice.

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T.R.A. No. 1, First Revision of Original Sheet No. 36.1 Canceling T.R.A. No. 1, Original Sheet No. 36.1

Standard Rate P.O. LT.

Private Outdoor Lighting

### UNDERGROUND SERVICE

Based on lighting choice, Company will furnish and install the lighting unit complete with lamp, fixture, photoelectric control, and aluminum pole.

| TYPE OF POLE AND FIXTURE           | APPROX.<br>LUMENS | kW<br>RATING   | MONTHLY<br>CHARGE  |
|------------------------------------|-------------------|----------------|--------------------|
| High Pressure Sodium               |                   |                |                    |
| Acorn Decorative                   | 4,000             | 0.060          | \$12.51            |
| Acorn Historic                     | 4,000             | 0.060          | \$18.90            |
| Acorn Decorative                   | 5,800             | 0.083          | \$13.50            |
| Acorn Historic                     | 5,800             | 0.083          | \$19.78            |
| Acorn Decorative                   | 9,500             | 0.117          | \$14.13            |
| Acorn Historic                     | 9,500             | 0.117          | \$20.52            |
| Colonial                           | 4,000             | 0.060          | \$ 8.67            |
| Colonial                           | 5,800             | 0.083          | \$ 9.57            |
| Colonial                           | 9,500             | 0.117          | \$10.09            |
| Coach                              | 5,800             | 0.083          | \$28.88            |
| Coach                              | 9,500             | 0.117          | \$29.39            |
| Contemporary Additional Fixture    | 5,800<br>5,800    | 0.083<br>0.083 | \$21.45<br>\$13.99 |
| Contemporary<br>Additional Fixture | 9,500<br>9,500    | 0.117<br>0.117 | \$21.59<br>\$14.12 |

For UNDERGROUND SERVICE where secondary voltage of 120/240 is available, Company will furnish, own, and maintain poles, fixtures and any necessary circuitry up to 200 feet. All poles and fixtures furnished by Company will be standard stocked materials. Where Customer's location would require the installation of additional facilities, Company may furnish, own, and maintain the requested facilities at an additional charge per month to be determined by Company. Such charges are subject to change by Company upon 30 days prior written notice.

Customer is to pay the monthly rate plus any additional charge determined above plus provide all ditching, back-filling, and repaving/seeding/sodding as necessary and provide, own, and maintain all conduit. Company may, at Customer's request, provide all ditching, back-filling, and repaving/seeding/sodding as necessary for payment, in advance, of Company's cost to provide those services. Upon termination of service, the Company shall not be required to remove underground facilities.

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T.R.A. No. 1, Original Sheet No. 36.2 Canceling T.R.A. No. 1, Original Sheet No. 36.3

Standard Rate

P.O. LT.

# **Private Outdoor Lighting**

# **Customer Ordered Styles**

Where Customer has need for non-stocked styles of poles or fixtures, Company may agree to provide the requested styles for payment, in advance, by Customer of the cost difference between the requested styles and the stock materials. Customer accepts that Company's maintenance of non-stock materials is dependent on outside vendors and that maintenance of non-stock styles may be delayed or materials unavailable.

# ADJUSTMENT CLAUSE

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

Phase-In Multipliers

Sheet No. 93

#### DUE DATE OF BILL

Payment is due within twelve (12) calendar days from the date of the bill. Billing for this service to be made a part of bill rendered for other electric service.

# DETERMINATION OF ENERGY CONSUMPTION

The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.

### TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five-year term will require the Customer to pay to Company its cost of labor to install and remove facilities plus cost of non-salvable material, prorated on the basis of the remaining portion of the five-year period.

Signed contracts will not be required when the fixture(s) are placed on existing pole with a 120 volt source.

# TERMS AND CONDITIONS

- Service shall be furnished under Company's Terms and Conditions, except as set out herein.
- 2. All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Company. The customer shall be responsible for reporting outages and other operating faults, and the Company will undertake to service the lighting equipment within two (2) business days after such notification by the customer.

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T.R.A. No. 1, First Revision of Original Sheet No. 36.3 Canceling T.R.A. No. 1, Original Sheet No. 36.4

| andard   | d Rate P.O. LT.   |  |  |  |
|--|---|--|--|--|
|  | Private Outdoor Lighting  |  |  |  |
| 3.   | <ol> <li>The Customer shall be responsible for fixture replacement or repairs where such<br/>replacement or repairs are caused from willful damage, vandalism, or causes other than<br/>normal burnouts.</li> </ol> |  |  |  |
| <ol> <li>The Company shall own and maintain all facilities required in providing this service<br/>as noted above.</li> </ol> |   |  |  |  |
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T.R.A. No. 1, First Revision of Original Sheet No. 45 Canceling T.R.A. No. 1, Original Sheet No. 45

# Standard Rate

# **Special Charges**

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

# RETURNED PAYMENT CHARGE

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

#### METER TEST CHARGE

# a) Request Tests

Pursuant to TRA Rule 1220-4-4-.30, upon written request of a customer, the Company will make a test of the meter serving the customer once in a twelve-month period at no charge. A report of the results of the test together with a copy of TRA Rule 1220-4-4-31 will be provided to the customer within ten (10) business days after the completion of the test. A record of the report, together with a complete record of each test, will be kept on file at the office of the Company. For each additional test performed within a twelve-month period at the customer's written request, the customer will be charged \$60. Provided however, if the results of the test show that the meter is more than two percent (2%) fast as provided in TRA Rule 1220-4-4-.18, no testing charge will be assessed and a credit for overcharges will be made for a period equal to one-half of the time elapsed since the last test, not to exceed six (6) months.

### b) Referee Tests

Pursuant to TRA Rule 1220-4-4-.31, upon written application to the Tennessee Regulatory Authority by a customer or the Company, a test will be made of the customer's meter under the supervision of the TRA. The first test pursuant to such an application in a 12-month period is at no charge. Thereafter, the application to the TRA shall be accompanied by a twenty-five dollar (\$25) fee payable to the Tennessee Regulatory Authority

# DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$25.00 will be made to cover disconnection and reconnection of electric service when discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection is effected.

Residential and general service customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$25.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection is effected.

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T.R.A. No. 1, First Revision of Original Sheet No. 57 Canceling T.R.A. No. 1, Original Sheet No. 57

Standard Rate Rider NMS
Net Metering Service

#### APPLICABLE

In all territory served.

# **AVAILABILITY OF SERVICE**

Available to any customer-generator who owns and operates a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Company's electric distribution system to provide all or part of Customer's electrical requirements, and who executes Company's written Application for Interconnection and Net Metering. The generation facility shall be limited to a maximum rated capacity of 30 kilowatts.

#### METERING AND BILLING

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

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

### **NET METERING SERVICE INTERCONNECTION GUIDELINES**

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

- Customer to own, operate, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage.
- Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
- Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.
- Customer agrees to inform Company of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to Company in writing and obtain prior approval from Company.
- 5. Company will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and operating properly; however, Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof.

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T.R.A. No. 1, First Revision of Original Sheet No. 57.1 Canceling T.R.A. No. 1, Original Sheet No. 57.1

Standard Rate Rider NMS
Net Metering Service

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

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

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

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

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T.R.A. No. 1, First Revision of Original Sheet No. 57.2 Canceling T.R.A. No. 1, Original Sheet No. 57.2

Standard Rate Rider NMS
Net Metering Service

<u>Level 2</u> — A Level 2 installation is defined as generator that is not inverter-based; that uses equipment not certified as meeting the requirements of Underwriters Laboratories Standard 1741, or that does not meet one or more of the conditions required of a Level 1 net metering generator. A Level 2 Application will be approved if the generating facility meets the Company's technical interconnection requirements. Those requirements are available on line at www.lge-ku.com and upon request.

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

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

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

#### CONDITIONS OF INTERCONNECTION

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

- 1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by Company's technical interconnection requirements based on IEEE 1547, NEC, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with Company's system. Customer bears full responsibility for the installation, maintenance and safe operation of the net metering generating facility. Upon reasonable request from Company, Customer shall demonstrate compliance.
- 2. Customer shall represent and warrant compliance of the net metering generator with:
  - a) any applicable safety and power standards established by IEEE and accredited testing laboratories;
  - b) NEC, as may be revised from time-to-time;
  - c) Company's rules and regulations and Terms and Conditions, as may be revised by timeto-time;
  - d) all other local, state, and federal codes and laws, as may be in effect from time-to-time.
- Any changes or additions to Company's system required to accommodate the net metering generator shall be Customer's financial responsibility and Company shall be reimbursed for such changes or additions prior to construction.
- 4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality

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T.R.A. No. 1, First Revision of Original Sheet No. 57.3 Canceling T.R.A. No. 1, Original Sheet No. 57.3

Standard Rate Rider

NMS

**Net Metering Service** 

# CONDITIONS OF INTERCONNECTION (continued)

rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system.

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

Date Issued: January 28, 2011 Date Effective: February 1, 2011

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

#### Standard Rate Rider

#### NMS

# **Net Metering Service**

- 10. Customer shall protect, indemnify and hold harmless Company and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating Customer's net metering generator or any related equipment or any facilities owned by Company except where such injury, death or damage was caused or contributed to by the fault or negligence of Company or its employees, agents, representatives or contractors. The liability of Company to Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which Customer is taking service.
- 11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide Company with proof of such insurance at the time that application is made for net metering.
- 12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 13. Customer's generating facility is transferable to other persons or service locations only after notification to the Company has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the Company will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the Company will notify Customer in writing and list what must be done to place the facility in compliance.
- 14. Customer shall retain any and all Renewable Energy Credits (RECs) generated by Customer's generating facilities.

# **DEFINITIONS**

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

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

### **TERMS AND CONDITIONS**

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

Date Issued: January 28, 2011 Date Effective: February 1, 2011

Issued By: Longie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

| indard Rate Rider NMS   |
|---|
| Net Metering Service  |
| LEVEL 1   |
| Application for Interconnection and Net Metering Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of <b>UL</b> 1741.                              |
| Submit this Application to:   |
| Kentucky Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232  |
| If you have questions regarding this Application or its status, contact KU at:  |
| 502-627-2202 or customer.commitment@lge-ku.com  |
| Customer Name: Account Number:  |
| Customer Address:   |
| Customer Phone No.: Customer E-mail Address:  |
| Project Contact Person:   |
| Phone No.: E-mail Address (Optional):   |
| the design and installation of the generating facilities:   |
| Energy Source:SolarWindHydroBiogasBiomass   |
| Inverter Manufacturer and Model #:  |
| Inverter Power Rating: Inverter Voltage Rating:   |
| Power Rating of Energy Source (i.e., solar panels, wind turbine):   |
| Is Battery Storage Used:NoYes If Yes, Battery Power Rating:   |
| Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of <b>UL</b> 1741.   |
| Attach site drawing or sketch showing location of Utility's meter, energy source, (optional: Utility accessible disconnect switch) and inverter.  |
| Attach single line drawing showing all electrical equipment from the Utility's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections. |
| Expected Start-up Date:   |

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|  | ate Rider NMS  |
|--|--|
|  | Net Metering Service   |
|  | LEVEL 2  |
| Use this a   | for Interconnection and Net Metering oplication form when a generating facility is not inverter-based or is not certified by a nationally recognized oratory to meet the requirements of <b>UL</b> 1741 or does not meet any of the additional conditions under  |
| Submit this  | Application, along with an application fee of \$100, to:   |
| Kentucky   | Utilities Company, Attn: Customer Commitment, P. O. Box 32010, Louisville, KY 40232  |
| If you have  | questions regarding this Application or its status, contact KU at:   |
|  | 502-627-2202 or customer.commitment@lge-ku.com   |
| Customer   | Name:Account Number:   |
| Customer   | Address:   |
|  | ntact Person:  |
| Phone No.  | : E-mail Address (Optional):   |
|  |  |
|  | mes and contact information for other contractors, installers, or engineering firms involved in the design ation of the generating facilities:   |
| and install  | ation of the generating facilities:  |
| Total Gene   | erating Capacity of Generating Facility:   |
| Total Gene   | ation of the generating facilities:  |
| Total Gene   | erating Capacity of Generating Facility:   |
| Total Gene Type of Ge Power Sou Adequate Typically the   | erating Capacity of Generating Facility: enerator:Inverter-BasedSynchronousInduction  ere:SolarWindHydroBiogasBiomass  documentation and information must be submitted with this application to be considered complete.  elis should include the following:  |
| Total Gene Type of Ge Power Sou  | erating Capacity of Generating Facility:   |
| Total General Type of General Source Adequate Typically the Typically th | erating Capacity of Generating Facility:   |
| Total General Type of General Adequate Typically the Typic | erating Capacity of Generating Facility:  enerator:Inverter-BasedSynchronousInduction  enerator:Inverter-BasedSynchronousInduction  enerator:SolarWindHydroBiogasBiomass  documentation and information must be submitted with this application to be considered complete. his should include the following:  Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with the Utility's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.  Control drawings for relays and breakers.  Site Plans showing the physical location of major equipment. |
| Total General Type of General Adequate Typically the Typic | erating Capacity of Generating Facility:   |
| Total General Type of General Source Typically the Typical | erating Capacity of Generating Facility:   |
| Total General Type of General Adequate Typically the Typic | erating Capacity of Generating Facility:   |
| Total General Type of General Type of General Typically the Typically th | erating Capacity of Generating Facility:   |
| Total General Type of General Source Typically the Typical | errating Capacity of Generating Facility:  |
| Total General Type of General Type of General Typically the Typically th | errating Capacity of Generating Facility:  |
| Total General Type of General Type of General Typically the Typically th | errating Capacity of Generating Facility:  |

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T.R.A. No. 1, First Revision of Original Sheet No. 70 Canceling T.R.A. No. 1, Original Sheet No. 70

Standard Rate Rider

**GER** 

Green Energy Rider

#### APPLICABLE

In all territory served.

#### AVAILABILITY OF SERVICE

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

# **DEFINITIONS**

- a) Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e Certified.
- b) A Renewable Energy Certificate ("REC") is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of green power.

#### RATE

Voluntary monthly contributions of any amount in \$5.00 increments

#### TERMS AND CONDITIONS

- a) Customers may contribute monthly as much as they like in \$5.00 increments (e.g., \$5.00, \$10.00, \$15.00, or more per month). An eligible customer may participate in Company's "Green Energy Program" by making a request to Company's Call Center or through Company's website enrollment form and may withdraw at any time through a request to Company's Call Center. Funds provided by Customer to Company are not refundable.
- b) Customers may not owe any arrearage prior to entering the "Green Energy Program". Any customer failing to pay the amount the customer pledged to contribute may be removed from the "Green Energy Program." Any Customer removed from or withdrawing from the "Green Energy Program" will not be allowed to re-apply for one (1) year.
- c) Customer will be billed monthly for the amount Customer pledged to contribute to the "Green Energy Program." Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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T.R.A. No. 1, First Revision of Original Sheet No. 93 Canceling T.R.A. No. 1, Original Sheet No. 93

# Adjustment Clause

# Phase-In Multipliers

# **APPLICABLE**

In all territory served by Kentucky Utilities Company and subject to the Jurisdiction of the Tennessee Regulatory Authority.

# **AVAILABILITY OF SERVICE**

This schedule is a rider to the attached Kentucky Utilities Company tariff. All provisions of the various Terms and Conditions shall apply.

#### RATE

Following approval by the Tennessee Regulatory Authority any billing resulting from application of the rates approved by the Public Service Commission of Kentucky shall be adjusted by multiplying the total billing resulting from such rates by the factors shown below;

|  | Multiplier |
|--|------------|
| For the twelve consecutive monthly billings beginning August 1, 2009 | 0.4512     |
| For the twelve consecutive monthly billings beginning August 1, 2010 | 0.6341     |
| For the twelve consecutive monthly billings beginning August 1, 2011 | 0.8171     |
| For all subsequent monthly billings beginning August 1, 2012         | 1.0000     |

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T.R.A. No. 1, First Revision of Original Sheet No. 95 Canceling T.R.A. No. 1, Original Sheet No. 95

# TERMS AND CONDITIONS Customer Bill of Rights

As a residential customer of Kentucky Utilities Company, you have certain rights:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your electric service.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance has been corrected.
- Pursuant to TRA Rule 1220-4-4.19(2)(b), if you have not been disconnected, you have the right
  to maintain your electric service for up to thirty (30) days, in the event a physician, public health
  officer, or social service official certifies that discontinuation of the service will aggravate an
  existing medical emergency of the customer or other permanent resident of the premises
  where the service is rendered. During that 30 day period you have the right to receive from the
  Company names of agencies that may be able to provide you with assistance.
- If you have been disconnected due to non-payment, you have the right to have your electric service reconnected between the months of November through March provided you:
  - Present a letter from a physician, public health officer, or social service official certifying that discontinuation of the service will aggravate an existing medical emergency of the customer or other permanent resident of the premises where the service is rendered, and
  - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
  - 3) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to designate a third party who will receive a copy of any termination notice that is sent to you.

You have the right to contact the Tennessee Regulatory Authority regarding any dispute that you have been unable to resolve with your utility (call Toll Free 1-800-342-8359).

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T.R.A. No. 1, First Revision of Original Sheet No. 97 Canceling T.R.A. No. 1, Original Sheet No. 97

# TERMS AND CONDITIONS Customer Responsibilities

#### APPLICATION FOR SERVICE

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

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

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

# TRANSFER OF APPLICATION

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

#### CUSTOMER'S EQUIPMENT AND INSTALLATION

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

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

## OWNER'S CONSENT TO OCCUPY

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

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T.R.A. No. 1, First Revision of Original Sheet No. 97.1 Canceling T.R.A. No. 1, Original Sheet No. 97.1

# TERMS AND CONDITIONS Customer Responsibilities

### ACCESS TO PREMISES AND EQUIPMENT

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

#### PROTECTION OF COMPANY'S PROPERTY

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

# **EXCLUSIVE SERVICE ON INSTALLATION CONNECTED**

No other electric light or power service will be used by Customer on the same installation in conjunction with Company's service, either by means of a throw-over switch or any other connection.

# LIABILITY

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

# NOTICE TO COMPANY OF CHANGES IN CUSTOMER'S LOAD

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

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T.R.A. No. 1, First Revision of Original Sheet No. 101 Canceling T.R.A. No. 1, Original Sheet No. 101

# **TERMS AND CONDITIONS**

Billing

#### METER READINGS AND BILLS

All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read customers meters in accordance with its monthly schedule.

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

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

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

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

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

### READING OF SEPARATE METERS NOT COMBINED

For billing purposes, each meter upon Customer's premises will be considered separately and readings of two (2) or more meters will not be combined except where Company's operating convenience requires the installation of two (2) or more meters upon Customer's premises instead of one (1) meter.

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T.R.A. No. 1, First Revision of Original Sheet No. 101.1 Canceling T.R.A. No. 1, Original Sheet No. 101.1

# **TERMS AND CONDITIONS**

Billing

#### MONITORING OF CUSTOMER USAGE

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

# RESALE OF ELECTRIC ENERGY

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

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T.R.A. No. 1, First Revision of Original Sheet No. 102 Canceling T.R.A. No. 1, Original Sheet No. 102

# TERMS AND CONDITIONS

# Deposits

#### **GENERAL**

- Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with TRA Rule 1220-4-4.15.
- 2) Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
  - Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
  - b) Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.
- 3) Company may offer customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first four (4) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
- 4) Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills, except that no refund or credit will be made if Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

### RESIDENTIAL

- 1) Residential customers are those customers served under Residential Service, Sheet No. 5.
- 2) The deposit for a residential customer is in the amount of \$135.
- 3) Company will retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
- 4) If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5) If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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T.R.A. No. 1, First Revision of Original Sheet No. 103 Canceling T.R.A. No. 1, Original Sheet No. 103

# TERMS AND CONDITIONS Budget Payment Plan

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

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

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

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

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T.R.A. No. 1, First Revision of Original Sheet No. 105 Canceling T.R.A. No. 1, Original Sheet No. 105

# TERMS AND CONDITIONS Discontinuance of Service

In accordance with, and subject to the rules and regulations of the Tennessee Regulatory Authority ("TRA"), Company shall have the right to refuse or discontinue service to an applicant or customer under the following conditions:

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

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