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August 27, 2021

**VIA ELECTRONIC MAIL AND HAND DELIVERY**

Luly E. Massaro, Commission Clerk  
Rhode Island Division of Public Utilities and Carriers  
89 Jefferson Boulevard  
Warwick, RI 02888

**Re: Petition of PPL Corporation, PPL Rhode Island Holdings, LLC, National Grid USA, and The Narragansett Electric Company for Authority to Transfer Ownership of The Narragansett Electric Company to PPL Rhode Island Holdings, LLC and Related Approvals; Docket No. D-21-09**

Dear Ms. Massaro:

Enclosed please find an original and four copies of PPL Corporation (“PPL”) and PPL Rhode Island Holdings, LLC’s (“PPL RI”) Responses and Objections to the Division of Public Utilities and Carriers’ Advocacy Section’s Fifth Set of Data Requests, issued on August 6, 2021 (the “Fifth Set of Data Requests”).

This filing includes PPL and PPL RI’s partial responses to the Fifth Set of Data Requests, specifically 5-1, 5-3 through 5-14, and 5-18 through 5-24. On August 27, 2021, PPL and PPL RI requested an extension from the Division Advocacy Section as to the remaining requests, which will be provided on a rolling basis as they are complete.

Thank you for your attention to this matter. Please do not hesitate to contact me should you have any questions.

Very truly yours,

Adam M. Ramos

Enclosures

cc: Service List D-21-09 (via e-mail only)

**Docket No. D-21-09 PPL Corp., PPL RI Holdings, LLC, National Grid USA and The Narragansett Electric Co. (collectively, Applicants) – Petition to Transfer Ownership and Related Approvals**

**Service List Updated 8/18/2021**

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September 3, 2021

**VIA ELECTRONIC MAIL AND HAND DELIVERY**

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89 Jefferson Boulevard  
Warwick, RI 02888

**Re: Petition of PPL Corporation, PPL Rhode Island Holdings, LLC, National Grid USA, and The Narragansett Electric Company for Authority to Transfer Ownership of The Narragansett Electric Company to PPL Rhode Island Holdings, LLC and Related Approvals; Docket No. D-21-09**

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This filing includes PPL and PPL RI's partial responses to the Fifth Set of Data Requests, specifically 5-15, 5-16 and 5-17. On September 3, 2021, the Division Advocacy Section granted an extension to September 8, 2021 as to the remaining request.

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**Service List Updated 8/18/2021**

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September 8, 2021

**VIA ELECTRONIC MAIL AND HAND DELIVERY**

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89 Jefferson Boulevard  
Warwick, RI 02888

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Thank you for your attention to this matter. Please do not hesitate to contact me should you have any questions.

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**Service List Updated 8/18/2021**

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Docket No. D-21-09  
PPL Corporation and PPL Rhode Island Holdings, LLC's  
Responses to Division's Fifth Set of Data Requests  
Issued on August 6, 2021

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Division 5-1

Request:

Referencing PPL's response to DIV 3-5, please:

- a. Identify the individual and provide the resume of the current LG&E Director, Gas Asset Management Integrity Management & Compliance who was formerly employed by a National Grid affiliate, including the months/years served in each position held, and responsibilities for LNG operations during his/her tenure in each position while employed by the referenced National Grid affiliate.
- b. Identify each Narragansett employee "responsible for performing LNG operations" that will continue to perform those functions after control of the LNG workstream is conveyed to PPL RI's control.
- c. For each individual identified in the response to subpart (b) of this request, provide an up to date resume showing the work and educational experience of each identified employee (including each position held, the employee's responsibilities in each position, and the months and years in each position);
- d. For each individual identified in the response to subpart (b) of this request, detail the individual's personal experience with respect to Narragansett's LNG activities associated with:
  - i. The Providence LNG Tank;
  - ii. The Cumberland LNG Tank;
  - iii. Exeter LNG Tank;
  - iv. Temporary LNG operations in Cumberland; and/or
  - v. Temporary LNG operations at Aquidneck.

Response:

- a. Please see Attachment PPL-DIV 5-1-1.
- b. PPL and PPL RI refer to National Grid USA and The Narragansett Electric Company's response to subpart (b) of data request Division 5-1.
- c. PPL and PPL RI refer to National Grid USA and The Narragansett Electric Company's response to subpart (c) of data request Division 5-1.

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- d. PPL and PPL RI refer to National Grid USA and The Narragansett Electric Company's response to subpart (d) of data request Division 5-1.

## Joseph R. Ryan

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3900 Meadowfield Drive, Louisville, Kentucky, 40245

Phone: 502-376-5944, Email: [joe.ryan@lge-ku.com](mailto:joe.ryan@lge-ku.com)

### CAREER SUMMARY

A utility manager with thirty years of utility experience providing technical and operational support for a variety of applications. Energetic, congenial, and resourceful with the ability to apply academic principles to real life applications.

### EDUCATION

#### ***Executive Certificate in Management***

University of Notre Dame, Mendoza College of Business, South Bend, Indiana

#### ***Master of Business Administration***

Adelphi University, Garden City, New York

Specialization: Corporate Finance and Investments

#### ***B.S., Mechanical Engineering***

Manhattan College, Riverdale, New York

Major: B.S. Mechanical Engineering Minor: Mathematics; Specialization: Statistics

### PROFESSIONAL AFFILIATIONS

***American Petroleum Institute – API 1169 Certified Pipeline Inspector –***  
Certificate Number 82822.

***American Welding Society - Certified Welding Inspector -*** Certificate Number 10081571.

#### ***American Gas Association***

- Member, Distribution Integrity Committee, 2018-2021.
- Member, Distribution and Transmission Engineering Committee, 2000-2017.
- Chairman, Distribution and Transmission Engineering Committee, 2011-2012.
- Recipient of the AGA Bronze and Silver Awards of Merit for service to the gas industry.
- Peer Review Program – SME for peer review of Avista, Spokane, WA, 2017.

#### ***Kentucky Gas Association***

- Chairman, Gas Operations and Engineering Committee, 2000-2004.
- Member, Operations and Engineering Committee - Present.

### WORK EXPERIENCE

**LOUISVILLE GAS & ELECTRIC COMPANY, Louisville, KY**  
***Energy Delivery*** – Gas Distribution Operations

#### ***Director, Gas Asset Integrity Management & Compliance***

June 2020 – Present

- Responsible for strategic direction and oversight of gas regulatory compliance and developing and implementing plans to effectively manage the integrity of natural gas transmission, distribution, and underground storage assets in the interest of public safety and reliability in compliance with state and federal regulations.
- Provides oversight and leadership for the various gas regulatory compliance programs, including operator qualification verification, and ensures that proper records are maintained for the associated activities.

## Joseph R. Ryan

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3900 Meadowfield Drive, Louisville, Kentucky, 40245

Phone: 502-376-5944, Email: [joe.ryan@lge-ku.com](mailto:joe.ryan@lge-ku.com)

### ***Manager, Gas Distribution Integrity & Compliance***

April 2018 – June 2020

- Responsible for managing the distribution integrity management program, leakage survey program, curb valve inspection program, residential regulator performance control program, critical and priority valve inspection program, line locating and damage prevention program, public awareness program, public liaison program, atmospheric corrosion inspection program, and distribution system maximum allowable operating pressure validation program.
- Oversee root cause failure analysis, associated follow up investigations, and associated corrective action plans related to material failures and other issues which impact the gas distribution system. Ensure all programs satisfy related federal and state pipeline safety regulations and company policies.
- Compile and submit key regulatory reports associated with the gas distribution system. Represent the company in various regulatory and legal proceedings, and on industry boards, committees, and councils.

### ***Manager, Gas Engineering and Planning***

May 1999 – April 2018

- Project Engineering and Construction - Responsible for overseeing the engineering, design and contract construction for gas transmission and distribution pipelines and facilities including system reinforcements, public improvements, cast iron and bare pipeline replacements, and new major pipelines to commercial and industrial customers.
- Gas Distribution – Responsible for supporting the on-call support, emergency response and restoration field functions for the gas distribution system.
- System Planning - Responsible for overseeing gas system analysis and planning for gas assets in Gas Distribution Operations to ensure the optimal utilization of gas resources.
- Operating Policy & Standards – Responsible for development of consistent operating standards for Gas Distribution Operations and ensuring consistency of application of standards across the enterprise.
- Regulatory Affairs (2000 – 2003) – Responsible for coordinating and overseeing the filing of regulatory required reports for Gas Distribution Operations. Responsible for directing the regulatory programs governing the gas meter sampling, leak survey, stopbox and valve inspections, the drug and alcohol, and gas regulation and relief capacity programs, and annual PHMSA reporting for Gas Distribution Operations.

**NATIONAL GRID** (formerly the Long Island Lighting Company), Hicksville, NY

***Gas System Operations*** - Gas Engineering Department - Gas Facilities and Projects Division, Transmission & Distribution Engineering Section.

#### ***Section Manager***

1996 - May 1999

- Managed a team of multi-discipline engineers responsible for all engineering activities performed by the T&D Engineering Section.
- Responsible for the training and development of multi-discipline engineers in all aspects of the transmission and distribution of natural gas.
- Responsible for overseeing the engineering, design and construction of all gas transmission and distribution pipelines including system reinforcements, public improvements, cast iron and bare pipeline replacements,



## Joseph R. Ryan

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3900 Meadowfield Drive, Louisville, Kentucky, 40245

Phone: 502-376-5944, Email: [joe.ryan@lge-ku.com](mailto:joe.ryan@lge-ku.com)

and new major pipelines and facilities to commercial and industrial customers.

- Performed project management activities for multi-million-dollar capital gas improvement projects, including economic analysis, budgeting, scheduling, and construction.

### ***Gas Design and Construction - Senior Engineer***

1992 - 1996

- Responsible for gas distribution construction and maintenance activities as well as system improvements and additions to the gas compression, propane storage, telemetering, liquid natural gas, metering, and regulation facilities for the gas system. LNG plant activities included maintenance and capital construction projects for compressor upgrades, valve inspection and replacements, and liquefaction (cold box) projects and repairs. Specialized in welding operations for plant maintenance and operations.

### ***Maintenance Service Department - Power Plant Maintenance Division, Mechanical Section.***

#### ***Assistant and Associate Engineer***

1990-1992

- Engineered and supervised projects within the maintenance, operations and controls sections progressing from design to procurement of materials to implementation.
- Applied technical and industry codes, standards, and regulations.
- Wrote specifications and requisitions for equipment and service contracts.
- Provided technical evaluations of bid proposals.
- Planned and supervised General Electric industrial turbine overhauls.
- Served as stand-by supervisor, responsible for all activities at the power plant during off shifts.
- Performed plant heat rate analysis and equipment performance monitoring and testing.
- Assumed managerial responsibilities and effectively administered and directed the workforce.

### **GIBBS and COX Naval Architect and Marine Engineers, New York City, New York**

#### ***Systems Engineer***

1988 - 1990

## ACTIVITIES

- LG&E Mentoring Program – Mentor for the 2018-2021 programs.
- Boy Scouts of America – 2005 – Present  
Scoutmaster & Assistant Scoutmaster for Boy Scout Troop 8, Hurstbourne Christian Church, Louisville, Kentucky.
- Project Warm, Wayside Christian Mission, Eastern Area Community Food Ministries.

Division 5-2

Request:

Referencing PPL's response to DIV 3-5, please:

- a. Identify each employee of either National Grid or a National Grid affiliate that has had responsibility within the last two years for:
  - i. Narragansett LNG facility operations;
  - ii. Narragansett LNG facility maintenance activities; and/or
  - iii. planning, design, and/or construction of new LNG facilities within Rhode Island.
- b. Identify each outside contractor engaged by Narragansett, National Grid, or a National Grid affiliate that has had responsibility within the last two years for:
  - i. Narragansett LNG facility operations;
  - ii. Narragansett LNG facility maintenance activities; and/or
  - iii. planning, design, and/or construction of new LNG facilities within Rhode Island.
- c. For each National Grid affiliate and each outside contractor identified in response to subpart b of this request, provide:
  - i. a copy of the contract under which services have been provided;
  - ii. the term (start date and end date) of the contract under which service have been or will be provided; and
  - iii. the names of the parties to each contract

Response:

PPL and PPL RI refer to the response of National Grid USA and The Narragansett Electric Company to data request Division 5-2.

Division 5-3

Request:

Referencing PPL's response to DIV 3-6, please:

- a. Identify each current Narragansett employee with experience in the planning, design and construction of LNG facilities and provide a resume for each identified employee (including each position held, the employee's responsibilities in each position, and the months and years in each position); and
- b. Identify each employee of National Grid or a National Grid affiliate that has had involvement in the planning, design and/or construction of LNG facilities for Rhode Island and provide a resume for each person identified which documents their educational and work experience with respect to the planning, design and construction of LNG facilities.

Response:

PPL and PPL RI refer to the response of National Grid USA and The Narragansett Electric Company to data request Division 5-3.

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Division 5-4

Request:

Referencing PPL's response to DIV 3-7, please respond to DIV 3-7 in the context of Narragansett's Natural Gas Portfolio Management Plan addressed by Witness Protano in RIPUC Docket No. 5066 and the Gas Asset Management Arrangements discussed in the June 30, 2020 Gas Long-Range Resource and Requirements Plan filed by National Grid with the Rhode Island Public Utilities Commission (RIPUC).

Response:

The Natural Gas Portfolio Management Plan ("NGPMP") addressed by National Grid USA witness John M. Protano in Rhode Island Public Utilities Commission ("PUC") Docket No. 5066 is managed by the Energy Procurement organization. PPL and PPL RI understand that the goal of the NGPMP is to minimize gas costs to customers by encouraging The Narragansett Electric Company ("Narragansett") to obtain as much value as possible from the Rhode Island gas supply portfolio assets. The PUC approved the NGPMP in 2009 in Docket No. 4038 to implement changes to the management of Narragansett gas portfolio. In particular, Narragansett changed the management of the gas portfolio from an external third-party asset management agreement to a portfolio managed primarily by Narragansett and National Grid USA. In March 2016, the PUC approved changes to Narragansett's incentive calculation, effective beginning April 1, 2016,<sup>1</sup> to provide various financial, regulatory, and risk management benefits over the previous asset management arrangements. Currently, Narragansett uses its transportation contracts, underground storage contracts, peaking supplies, and supply contracts to first purchase gas supplies to economically and reliably serve sales customers. Narragansett then makes additional purchases and sales that generate revenue by extracting value from any assets that are not required to serve customers on any day. The mix of supply, transportation, and storage contracts creates flexibility and opportunities for optimization to create value for Narragansett's customers. As part of the NGPMP, Narragansett files quarterly and annual reports on the NGPMP to provide transparency in measuring its performance. Narragansett files the NGPMP annual report on June 1 each year, showing the results of the NGPMP for the prior April 1 to March 31 year.

After ownership of Narragansett's gas distribution system transfers to PPL RI, the NGPMP that will be included in Narragansett's Gas Cost Recovery ("GCR") filing for the 2021-22 heating season will remain in place. For the first two years after the Transaction closes, National Grid USA and PPL RI will work together under a Transition Services Agreement to manage the NGPMP. PPL and PPL RI expect that the NGPMP for the 2022-23 and 2023-24 periods will be consistent with the 2021-22 NGPMP, subject to any modifications that occur from discussions

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<sup>1</sup> See Order No. 22418, Rhode Island Public Utilities Commission Docket No. 4038 (May 24, 2016).

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with the Rhode Island Division of Public Utilities and Carriers ("Division") or rulings from the PUC during the GCR proceedings in those years. Thereafter, PPL and PPL RI will ensure that the NGPMP continues to be managed in a manner that creates value for Narragansett's gas customers.

National Grid is the primary gas asset manager for Narragansett. However, National Grid USA does enter into Gas Asset Management Arrangements ("AMAs") for some of Narragansett's assets. As described by National Grid USA in its June 30, 2020 Gas Long-Range Resource and Requirements Plan, an AMA allows National Grid USA the opportunity to place firm pipeline capacity into the control of a third party that is better able to manage the asset without compromising service reliability. AMAs are awarded through a Request for Proposals process to the third party that is willing to pay the highest price to manage the respective capacity. Narragansett's customers benefit from AMAs through lower overall costs. Like National Grid, PPL will continue to assess Narragansett's portfolio to determine those assets that are well positioned to be managed by a third party.

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Division 5-5

Request:

Please provide a full copy of the confidential version of National Grid's Gas Long-Range Resource Plan for the Forecast Period 2020/21 to 2024/25 that was filed with the RIPUC on June 30, 2020.

Response:

PPL and PPL RI refer to the response of National Grid USA and The Narragansett Electric Company to data request Division 5-5.

Division 5-6

Request:

Please explain the roles that National Grid personnel and PPL personnel are expected to play in the development of the biennial Gas Long-Range Resource and Requirements Plan that is scheduled to be filed in the first half of 2022. As part of the response to this request, provide the names and resumes of the individuals that National Grid and PPL expect to be involved in the development of the referenced Gas Long-Range Resource and Requirements Plan, as well as the expected responsibilities of each individual identified.

Response:

PPL will review the biennial Gas Long-Range Resource and Requirements Plan (Long-Range Plan) generated by the planning process to confirm that it is reasonably expected to reliably meet the hourly and daily loads of customers under a range of reasonably foreseeable conditions such as design winter, normal winter, and 14-day cold snap at a reasonable cost. This review will consider the gas supply planning processes used to develop the Long-Range Plan to make sure those processes include reasonable assumptions and are designed to reliably meet customer load requirements in a least cost manner.

As part of an ongoing resource evaluation, PPL is working with National Grid to fill the Gas Energy Procurement roles in this workstream as well as working with an external consultant to identify experienced resources in the New England area. National Grid will continue to perform the Gas Energy Procurement functions after control of the workstream is conveyed to PPL RI's control pursuant to Transition Services Agreements (TSAs). The parties are negotiating TSAs for Gas Energy Procurement functions including:

- Gas load forecasting
- Gas procurement services – general
- Energy transactions – physical and financial
- Retail choice programs.

Division 5-7

Request:

With respect to the National Grid LNG LLC (NGLNG) Fields Point Liquefaction Project, the Federal Energy Regulatory Commission (FERC) issued a notice on December 21, 2020 regarding the request of NGLNG for an extension of time until October 17, 2022 to complete construction of, and place into service its NGLNG Fields Point Liquefaction Project. Please:

- a. Verify that October 17, 2022 is still the anticipated in-service date for the NGLNG Fields Point Liquefaction Project, and if not, provide the current anticipated in-service date for that facility.
- b. Provide the current expected date on which service from the NGLNG Fields Point Liquefaction Project is expected to begin providing liquefied natural gas (LNG) to:
  - i. Narragansett's gas system;
  - ii. other entities located in Rhode Island; and
  - iii. entities that are located in other jurisdictions.

Response:

PPL and PPL RI refer to the response of National Grid USA and The Narragansett Electric Company to data request Division 5-7.



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Division 5-8

Request:

With respect to the NGLNG Fields Point Liquefaction Project, please provide the volumes of LNG that the project is expected to provide when in full operation to:

- a. Narragansett's gas system;
- b. other entities located in Rhode Island; and
- c. entities that are located in other jurisdictions.

Response:

PPL and PPL RI refer to the response of National Grid USA and The Narragansett Electric Company to data request Division 5-8.

Division 5-9

Request:

PPL's response to DIV 3-8 states that "PPL will work closely with National Grid during the TSA period to build its experience during that time to complement the substantial experience PPL personnel already have with natural gas purchasing for LG&E." Please:

- a. Identify the specific PPL personnel that will be dedicated to gaining experience in the New England gas market and provide their detailed resumes showing the work and educational experience of each individual identified. Please include in this response specific descriptions of all prior gas purchasing experience with respect to New England natural gas markets of each of the identified personnel.
- b. Indicate where the persons who will perform gas purchasing activities for PPL will be physically located after the transaction is closed.

Response:

- a. PPL and PPL RI's response to data request Division 3-8 referred to the organizational experience within the PPL organization and not the specific experience of any particular individuals. PPL and PPL RI will not have any personnel 100% dedicated to gaining experience in the New England Gas market. PPL and PPL RI will have experienced LG&E personnel supporting the gas purchasing function for Narragansett after the close of the Transaction. Those personnel include Pamela Jaynes, and a copy of her resume is provided as Attachment PPL-DIV 5-9-1. Additionally, PPL plans to hire experienced gas procurement personnel to provide gas purchasing services to Narragansett at the end of the TSA period. Please see PPL and PPL RI's response to data request Division 5-6 for a description of how resources will be identified.
- b. PPL and PPL RI plan to locate personnel who will perform gas purchasing activities for Narragansett in the New England area upon exiting the Transition Services Agreement for Gas Energy Procurement functions with National Grid.

**Pamela L. Jaynes**  
**820 West Broadway, Louisville, KY**  
**Pam.jaynes@lge-ku.com**

## **CAREER SUMMARY:**

Gas procurement director with more than 25 years of experience working to ensure least cost, reliable natural gas service for customers by effectively leading the activities required for a successful local distribution company (LDC) gas procurement department. My current and previous roles at the Louisville Gas and Electric Company (LG&E) have required me not only to be knowledgeable – but also innovative – to ensure continued success in the face of market, technology, and regulatory changes.

## **WORK EXPERIENCE:**

### ***Louisville Gas & Electric Company (LG&E)***

- ***Director, Gas Management Planning and Supply (June 2021 – Present)***
- ***Manager, Gas Supply (December 2002 – May 2021)***
- ***Lead Gas Supply Specialist (April 1997 – November 2002)***

LG&E is a regulated gas utility serving over 300,000 natural gas customers. I am responsible for the strategic direction, development, and oversight of LG&E's gas procurement function. My experience includes the following:

- **Developing Annual Gas Supply Plans:** Determine gas supply and interstate pipeline transportation service requirements to meet customer load and storage refill requirements. Activities include assessing market trends; reviewing demand forecasts; directing system modelling using ABB SENDOUT application; evaluating supply options; determining strategy; developing RFPs and evaluating responses; awarding contracts; negotiating contracts, documenting plans; presenting annual supply plan to upper management; and obtaining approval of longer-term transactions. LG&E's annual supply and interstate pipeline purchases exceed \$120 million.
- **Determining Daily Supply Plans:** Work with Gas Control and my supply team to determine least cost daily purchase plan with a focus on optimizing assets and achieving savings under LG&E's Performance Based Rate (PBR) Mechanism. Over the last 5 years, the average annual savings achieved under the PBR mechanism was about \$5.4 million per year.
- **Managing Customer Choice Programs:** Direct Gas Supply Specialist(s) in the administration of LG&E's gas transportation service (customer choice) programs for large gas customers who purchase gas from third-party suppliers including responding to customer requests for information, contract administration, gas scheduling and tracking, analysis, and reporting. Choice customer volumes represent about 30% of LG&E's annual gas system throughput.
- **Supporting Federal Regulatory Positions:** Monitor and evaluate proposed changes in FERC policy and interstate pipeline tariffs (Texas Gas Transmission, LLC and Tennessee Gas Pipeline Company LLC); determine impact of proposal on LG&E and its customers; work with Legal to represent the interests of LG&E and its customers through FERC interventions and participation in regulatory proceedings.

**Pamela L. Jaynes**  
**820 West Broadway, Louisville, KY**  
**Pam.jaynes@lge-ku.com**

- **Supporting State Regulatory Initiatives:** Activities include developing testimony and responding to data requests for proceedings related to LG&E's gas business. Recent proceedings include:
  - **PBR Mechanism Renewal** – Supported the extension of LG&E's PBR Mechanism in Case Nos. 2019-00437 and 2021-00028.
  - **Rate Case Tariff Modifications** – Served as Tariff Review Committee representative for Gas Business (Case 2020-00350 and previous rate cases); worked with other members of gas leadership to determine and successfully support tariff service provision modifications.
  - **Gas Supply Clause ("GSC") Filings** - Provide actual gas costs, forecasted gas supply costs, and other information to State Regulation and Rates group for quarterly GSC filings.
- **Overseeing Compliance Program:** Ensure team compliance with FERC Shipper-Must-Have-Title Rule, Capacity Release Rules, Market Manipulation Rules, Sarbanes-Oxley Key Controls, FERC Form 552 price and volume reporting, and quarterly financial reporting.
- **Developing New Gas Services:** Perform research; design and develop new gas services (tariffs) with other gas leadership input; for example, LG&E's Local Gas Delivery Service Rate LGDS (local gas delivery service for local producers or renewable natural gas facilities).
- **Working with Renewable Natural Gas (RNG) Developers:** Provide initial point of contact for RNG developers; explain LG&E's Rate LGDS. Coordinate with RNG developer, Gas Engineering, and Gas Control to evaluate potential RNG facility interconnection sites.
- **Implementing New Technology:** Led the successful development and implementation of two IT applications (Gas Transport Website and Gas Nominating and Reporting) to support LG&E's gas transportation (customer choice) programs. Worked with IT and Gas Control to modify Gas Nominating and Reporting system to support change from "hand-bill" to "automated" customer billing process.
- **Communicating Effectively:** Enjoy mentoring and teaching others, and building strong relationships with team members, suppliers, and other areas of the company such as Gas Control, Gas Engineering, State Regulation and Rates, Legal, Key Accounts, Economic Development, Sales Analysis and Forecasting, Billing, and IT.

#### **AMERICAN GAS ASSOCIATION (AGA) COMMITTEE MEMBERSHIPS:**

Member of AGA FERC Regulatory Committee, AGA RNG Discussion Group, and AGA Hydrogen Blending Discussion Group.

#### **EDUCATION/LEADERSHIP TRAINING:**

- Bachelor of Science in Business Management - Indiana University Southeast
- PPL Power of X Women in Leadership Program
- LG&E Energy Services Professional Development Program
- LG&E Energy Delivery Leadership Program

Division 5-10

Request:

PPL's response to DIV 3-8 states that this response indicates that "[a]fter the TSA period, PPL and PPL RI will ensure that gas procurement services for Narragansett will be provided in a manner consistent with the provision of such services prior to completion of the Transaction." With respect to that statement, please:

- a. Identify the criteria and/or measures of performance that PPL intends to use to demonstrate that its provision of gas procurement services after the TSA period will be "provided in a manner consistent with the provision of such services prior to completion of the Transaction."
- b. Verify that PPL does not have any expectation at this point that it can improve upon the gas procurement services that National Grid has provided for Narragansett in recent years.

Response:

- a. PPL will review supply plans and procurement activities throughout their preparation and execution to make sure they are consistent with previous supply plans, expected to meet customer requirements in a reliable and least-cost manner, comply with state and federal regulatory requirements, optimize supply assets as encouraged by the Natural Gas Portfolio Management Plan, and mitigate price volatility as required by the Gas Procurement Incentive Plan.
- b. PPL does not have access to National Grid's non-public gas procurement plans, financial hedging plans, and related strategy and procedures for providing gas procurement services to Narragansett. Some of this information is confidential and is not expected to be shared with PPL until PPL owns Narragansett. However, based on the information provided to PPL by National Grid, PPL has no reason to believe that National Grid is not performing gas procurement activities well on behalf of Narragansett. National Grid performs many of the same functions as LG&E in developing its gas supply plans. For example, National Grid starts with an annually updated load forecast that has been reviewed for reasonableness. The forecast is entered into a model to help determine the required gas supply, interstate pipeline, storages, and LNG contracts. A strategy is determined for acquiring the required contracts. A Request for Proposal (RFP) is developed and issued to credit-worthy suppliers, and transactions are awarded to low-cost suppliers. National Grid optimizes its supply assets when not required to create savings for customers. This is

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similar to LG&E's optimization of assets to create savings under its Performance Based Rate Mechanism. National Grid also enters financial hedges to mitigate the price volatility experienced by customers. Although PPL considers National Grid's current approach to gas procurement to be reasonable and appropriate, PPL strives for continuous improvement in all aspects of its operations and will evaluate the gas procurement services provided for Narragansett to determine whether any improvements are necessary or appropriate after the Transaction closes.

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Division 5-11

Request:

PPL's response to DIV 3-15(b) states that "[b]ased on the current state of their review, however, PPL and PPL RI currently view Narragansett's existing strategies as appropriate and prudent for the Rhode Island market." Please provide the data, analyses, and criteria upon which this statement is premised.

Response:

PPL and PPL RI refer to their response to data request Division 5-10(b) for a description of the information upon which this statement is premised.

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Division 5-12

Request:

Please indicate the current expected in-service date for the Northeast Energy Center which National Grid indicated in its testimony in Docket No. 5066 was delayed and expected be to in-service "during the 2022 refill."

Response:

PPL and PPL RI refer to the response of National Grid USA and The Narragansett Electric Company to data request Division 5-12.



Division 5-13

Request:

Please indicate whether LG&E operates a Customer Choice program to enable customers to procure natural gas supplies from competitive service providers, and if so, please provide:

- a. Full documentation of the terms under which such service is provided, including all application rate schedules and tariff provisions; and
- b. The numbers of customers and annual volumes by rate schedule that utilities competitive gas supply options in each of the last three calendar years as well as the percentage of total service volumes that represented the delivery of competitively purchased gas supplies in each of the last three calendar years.

Response:

- a. LG&E operates two Customer Choice programs to enable customers to procure natural gas supplies from competitive service providers. These programs are provided pursuant to Firm Transportation Service (Transportation Only) Rate FT ("Rate FT") and Gas Transportation Service/Firm Balancing Service Rider TS-2 ("Rider TS-2").

Rate FT is a natural gas transportation-only service available to commercial and industrial customers who use at least 50 Mcf per day. Under Rate FT, LG&E provides firm transportation service from the city gate to the customer's facility. Customers served under Rate FT are responsible for arranging for their own supply and interstate pipeline transportation to the LG&E's city gate. Most customers served under Rate FT are members of a Rider PS-FT Pooling Service pool. The Pool Manager (competitive service provider) is responsible for delivering gas to LG&E's city gate on behalf of the customers in its pool.

Rider TS-2 is available to commercial and industrial customers who use at least 15,000 Mcf per year. Rider TS-2 is a rider to the otherwise applicable underlying sales rate schedules (Commercial Gas Service Rate CGS, Industrial Gas Service Rate IGS, and As Available Gas Service Rate AAGS). Customers served under Rider TS-2 are members of a Rider PS-TS-2 Pooling Service pool. The Pool Manager (competitive service provider) is responsible for delivering gas to LG&E's city gate on behalf of the customers in its pool.

Please see Attachment PPL-DIV 5-13-1 (Rate FT), Attachment PPL-DIV 5-13-2 (Rider TS-2), Attachment PPL-DIV 5-13-3 (Rider PS-FT), and Attachment PPL-DIV 5-13-4 (Rider PS-TS-2) for the tariff sheets containing the terms for these services.

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Docket No. D-21-09  
PPL Corporation and PPL Rhode Island Holdings, LLC's  
Responses to Division's Fifth Set of Data Requests  
Issued on August 6, 2021

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- b. The number of choice customers by rate schedule, the annual volumes delivered to customers by rate schedule in Mcf, and the percentage those volumes represent of LG&E's total annual customer throughput for the last three years are provided below:

Firm Transportation Service (Transportation Only) Rate FT

Year	Number of Customers	Volume (Mcf)*	Percent of Total
2018	77	13,551,000	28.8%
2019	76	13,909,000	30.8%
2020	75	12,654,000	30.4%

Gas Transportation Service/Firm Balancing Service Rider TS-2

Year	Number of Customers	Volume (Mcf)*	Percent of Total
2018	9	594,000	1.2%
2019	8	426,000	0.9%
2020	9	588,000	1.4%

\*Volume rounded to the nearest 1,000

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 30**

**Standard Rate**

**FT**

**Firm Transportation Service (Transportation Only)**

### **APPLICABLE**

In all territory served.

### **AVAILABILITY**

Available to existing commercial and industrial customers who consume at least 50 Mcf each day at each individual Delivery Point during each month of the twenty-four (24) months prior to the March 31 service request date, have purchased natural gas elsewhere, obtained all requisite authority to transport such gas to Company's system through the system of Company's Pipeline Transporter, and have requested Company to utilize its system to transport, by displacement, such customer-owned gas to Customer's place of utilization. Customers electing to transfer from another service shall notify Company on or before March 31 and execute a contract by April 30 in order to receive service hereunder beginning November 1 of that same year. The Contract Year shall include the twelve monthly billing periods from November 1 through October 31, of the following calendar year. Service under this rate schedule shall be for a term of one (1) year and year to year thereafter. Unless otherwise permitted herein, Customer or Company may terminate service hereunder effective November 1 by giving written notice to the other by the preceding April 30.

For new customers who have no historical gas consumption, Company will determine Customer's eligibility for service hereunder based upon data provided by Customer and such other information as may be available to Company. Company may allow such new customers to begin service hereunder prior to the November 1 date specified above for existing customers. A new customer is responsible for presenting its request to Company for service hereunder at least six (6) months prior to first receiving natural gas from Company under any of Company's rate schedules.

Customers using natural gas for vehicular fueling of internal combustion engines must also elect service under Rider NGV.

Any such transportation service hereunder shall be conditioned on Company being granted a reduction in billing demands by its Pipeline Transporter corresponding to the Customer's applicable transportation quantities.

Transportation service hereunder will be subject to the provisions herein set forth and to the availability of adequate capacity on Company's system to perform such service without detriment to its other customers.

Service under this rate schedule shall not be available to customers with a Maximum Daily Quantity ("MDQ") in excess of 20,000 Mcf/day. In the event that Customer's MDQ exceeds 20,000 Mcf/day, Company may terminate service under this rate schedule upon thirty (30) days prior written notice. Customers using gas to generate electricity for use other than as standby electric service, irrespective of the size of the Customer's MDQ, are not eligible for service under this rate schedule unless such generation facilities were installed and operating

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On And After July 1, 2021

**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.  
2020-00350 dated June 30, 2021**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 30.1**

**Standard Rate**

**FT**

**Firm Transportation Service (Transportation Only)**

### **AVAILABILITY (continued)**

under this Standard Rate FT before ninety (90) days after July 1, 2021. Effective with that date, any Customer adding generation facilities, irrespective of the size or the purpose of such generation facilities, will be required to take service for those facilities under Rate CGS, Rate IGS, or Rate DGGs, as applicable.

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### **CHARACTER OF SERVICE**

Transportation service under this rate schedule shall be considered firm from the Receipt Point at Company's interconnection with its Pipeline Transporter ("Receipt Point") to the Delivery Point at the Customer's place of utilization ("Delivery Point"), subject to paragraph 7 of the Special Terms and Conditions.

Due to the physical configuration of Company's system, and in order to maintain system integrity and reliability, unless otherwise permitted or directed by Company in its sole discretion, the Pipeline Transporter shall be Texas Gas Transmission, LLC.

Company's sole obligation hereunder is to redeliver Customer's gas from the Receipt Point to the Delivery Point. Accordingly, Company has no obligation to deliver to the Customer a volume of gas, either daily or monthly, which differs from the volume delivered to Company at the Receipt Point.

Company will provide service to meet imbalances only on an as-available basis. For purposes used herein, "Imbalances" are defined as the difference between the volume of gas delivered by the Customer to the Receipt Point and the volume of gas taken by Customer at the Delivery Point. When Company can provide such service, the Utilization Charge for Daily Imbalances shall apply to daily imbalances in excess of  $\pm 5\%$  of the delivered volume of gas as set forth herein. Company shall issue an Operational Flow Order as set forth herein during periods when service cannot be provided to meet daily imbalances.

Customers served under this rate may elect to become a member of an FT Pool pursuant to Rider PS-FT.

### **RATE**

In addition to any and all charges billed directly to Company by other parties related to the transportation of customer-owned gas, and any other charges set forth herein, the following charges shall apply:

Administrative Charge per month:	\$550.00 per Delivery Point	
Plus a Basic Service Charge per month	\$750.00 per Delivery Point	
Plus a Distribution Charge per Mcf:	\$ 0.0456	I
Plus a Demand Charge per Mcf of Monthly Billing Demand:	\$ 7.08	I

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Louisville, Kentucky

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2020-00350 dated June 30, 2021**

## Louisville Gas and Electric Company

P.S.C. Gas No. 13, First Revision of Original Sheet No. 30.2  
Canceling P.S.C. Gas No. 13, Original Sheet No. 30.2

Standard Rate

FT

Firm Transportation Service (Transportation Only)

### RATE (continued)

Where the Monthly Billing Demand is the greater of:

- the maximum volume of gas measured on any day during the current billing period,
- the highest volume of gas measured on any day in the preceding eleven (11) billing periods,
- 50% of the Customer's MDQ.

However, in no case will the Monthly Billing Demand be less than 50 Mcf/day.

**Gas Cost True-Up Charge:** The Gas Cost True-Up Charge is applicable only to a former sales Customer that has elected transportation service hereunder. Such Customer shall pay this charge for the first eighteen billing periods that Customer is served under Rate FT. The charge (or credit) per Mcf shall be applied to all volumes delivered by Company pursuant to Rate FT in order to recover from (or refund to) transferring sales customers any under- or over-collected gas costs as reflected in the GCAA, GCBA, and PBRRC components of the Gas Supply Clause ("GSC") applicable to gas sold during those periods when the transferring customer was a sales customer. The Gas Cost True-Up Charge amount shall be revised with each of Company's quarterly Gas Supply Clause filings.

For customers electing service under Rate FT effective November 1, 2019,  
the Gas Cost True-Up Charge shall be:

\$0.0000 per Mcf for Bills Rendered On and After August 1, 2021

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For customers electing service under Rate FT effective November 1, 2020,  
the Gas Cost True-Up Charge shall be:

\$0.1190 per Mcf for Bills Rendered On and After August 1, 2021

I/T

**Minimum Daily Threshold Requirement and Charge:** When Customer's daily usage falls below the Minimum Daily Threshold Requirement, Customer will be charged a Minimum Daily Threshold Charge equal to the difference between the Minimum Daily Threshold Requirement and the Customer's actual consumption in Mcf for that day multiplied by the Distribution Charge hereunder. The Minimum Daily Threshold Requirement is equal to the minimum daily volume of 50 Mcf. Such Minimum Daily Threshold Charge shall be accumulated for each day of the applicable month and billed during that month in accordance with the following formula:

Minimum Daily Threshold Charge =

(Minimum Daily Threshold minus Customer Usage on Given Day) times the Distribution Charge

Such daily amount shall be accumulated for each day of the month and the total will be applied to Customer's bill.

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State Regulation and Rates  
Louisville, Kentucky

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Public Service Commission in Case No.  
2021-00251 dated July 19, 2021**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 30.3**

**Standard Rate**

**FT**

**Firm Transportation Service (Transportation Only)**

### **RATE** (continued)

Payment of the Minimum Daily Threshold Charge is not a remedy for Customer's failure to meet the Minimum Daily Threshold Requirement for service under Rate FT. In the event that Customer does not meet the Minimum Daily Threshold Requirement for one-hundred twenty (120) days during a given Contract Year, service to Customer under Rate FT may be discontinued by Company. Customer will receive thirty (30) days prior written notice that Customer will be removed from Rate FT and returned to firm sales service under either Rate CGS or IGS as applicable.

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

### **ADJUSTMENT CLAUSES**

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	
Gas Line Tracker	Sheet No. 84	
Economic Relief Surcredit	Sheet No. 89	N
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	

### **DUE DATE OF BILL**

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

### **LATE PAYMENT CHARGE**

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

Beginning July 1, 2021, Firm Transportation Service (Transportation Only) Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months will automatically have one (1) late payment charge waived. N  
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### **IMBALANCES**

Company will calculate on a daily and monthly basis the Customer's imbalance resulting from the difference between the metered usage of the Customer and the volumes that the Customer has delivered into Company's system. This will be calculated as follows:

$$\text{Imbalance} = \text{Metered Usage} - \text{Delivered Volume}$$

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State Regulation and Rates  
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**Issued by Authority of an Order of the  
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2020-00350 dated June 30, 2021**

# Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 30.4

Standard Rate

FT

Firm Transportation Service (Transportation Only)

## IMBALANCES (continued)

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

$$\text{Imbalance \%} = \frac{(\text{Metered Usage} - \text{Delivered Volumes})}{\text{Delivered Volume}}$$

The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by the Pipeline Transporter as adjusted for local time.

## CASH-OUT PROVISION FOR MONTHLY IMBALANCES

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

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

When Total Net  
Negative Imbalance  
Percentage is:

0% to ≤5%  
>5% to ≤10%  
>10% to ≤15%  
>15% to ≤20%  
>20%

The following percentage  
shall be multiplied by the  
above-determined amount:

100%  
90%  
80%  
70%  
60%

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

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Public Service Commission in Case No.  
2018-00295 dated April 30, 2019**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 30.5**

**Standard Rate**

**FT**

**Firm Transportation Service (Transportation Only)**

### **CASH-OUT PROVISION FOR MONTHLY IMBALANCES (continued)**

Transmission, LLC's Rate NNS during the month in which the imbalance occurred, 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 month in which the imbalance occurred.

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

When Total Net  
Negative Imbalance  
Percentage is:

The following percentage  
shall be multiplied by the  
above-determined amount:

0% to $\leq 5\%$	100%
>5% to $\leq 10\%$	110%
>10% to $\leq 15\%$	120%
>15% to $\leq 20\%$	130%
>20%	140%

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

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

### **VARIATIONS IN MMBTU CONTENT**

All gas delivered by Company will be measured and billed on an Mcf basis. Pipeline Transporter delivers to and bills Company on an MMBtu basis. The reconciliation of the actual deliveries by Pipeline Transporter and the Customer's estimated deliveries by Pipeline Transporter occurs through the operation of the cash-out provision. Changes in billings of the cash-out provision caused by variations in the MMBtu content of the gas shall be corrected on the next bill using the applicable cash-out price from the month in which the gas was delivered by Pipeline Transporter to Company.

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### **UTILIZATION CHARGE FOR DAILY IMBALANCES**

Should an imbalance exceed  $\pm 5\%$  of the delivered volume of gas on any day when an Operational Flow Order (as described below) has not been issued, then Company shall charge the Utilization Charge for Daily Imbalances times the recorded imbalance greater than  $\pm 5\%$  of the delivered volume of gas for each daily occurrence. The Utilization Charge for Daily Imbalances is the sum of the following:

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State Regulation and Rates  
Louisville, Kentucky

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2020-00350 dated June 30, 2021**



## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 30.6**

**Standard Rate**

**FT**

**Firm Transportation Service (Transportation Only)**

### **UTILIZATION CHARGE FOR DAILY IMBALANCES (continued)**

Daily Demand Charge:	\$0.1667 per Mcf
Daily Storage Charge:	<u>\$0.3797</u>
Utilization Charge for Daily Imbalances:	\$0.5464 per Mcf

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

These charges are in addition to any other charges set forth herein. The Utilization Charge for Daily Imbalances will not be applied to daily imbalances which do not exceed  $\pm 5\%$  of the delivered volume unless an OFO has been issued. If an OFO has been issued, the Utilization Charge for Daily Imbalances shall apply to daily imbalances which exceed 0% for customers in violation of the OFO directive, either "condition (1)" or "condition (2)" as applicable and further described below under "Operational Flow Orders." Customers not in violation of the OFO directive, either "condition (1)" or "condition (2)" as applicable, will continue to be assessed the Utilization Charge for Daily Imbalances on volumes which exceed the 5% daily tolerance. Company shall not have an obligation to provide balancing service for any volumes of gas hereunder.

### **OPERATIONAL FLOW ORDERS**

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

Notice of an OFO shall be provided to Customer at least twenty-four (24) hours prior to the beginning of the gas day for which the OFO is in effect and shall include information related to the OFO. Customer shall respond to an OFO by adjusting its deliveries to Company's system as directed in the OFO within the specified timeframe. If Customer is a member of an FT Pool, it is the responsibility of the FT Pool Manager, not Company, to convey OFOs to Customers in its FT Pool.

Upon issuance of an OFO, Company will direct Customer to comply with one of the following conditions: (1) Customer must take delivery of an amount of natural gas from Company that is no more than the daily amount being delivered by the Pipeline Transporter to Company for Customer; or (2) Customer must take delivery of an amount of natural gas from Company that

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State Regulation and Rates  
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Public Service Commission in Case No.  
2020-00401 dated January 25, 2021**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 30.7**

**Standard Rate**

**FT**

**Firm Transportation Service (Transportation Only)**

### **OPERATIONAL FLOW ORDERS (continued)**

is no less than the daily amount being delivered by the Pipeline Transporter to Company for Customer. Customer shall respond to an OFO by either adjusting its deliveries to Company's system or its consumption at its facility. All volumes taken by Customer in excess of volumes delivered by Pipeline Transporter to Company for Customer in violation of the above "condition (1)" OFO shall constitute an unauthorized receipt by Customer from Company. All volumes taken by Customer less than volumes delivered by Pipeline Transporter to Company for Customer in violation of the above "condition (2)" OFO shall constitute an unauthorized delivery by Customer to Company. Unauthorized receipts or deliveries during the effectiveness of an OFO shall be subject to an OFO Charge per Mcf for each Mcf of unauthorized receipts or deliveries, as applicable. Customer shall be subject to the OFO Charge on the day for which the OFO was violated, plus the applicable UCDI charges and any other charges under this rate schedule for such unauthorized receipts or deliveries that occur.

Company may, in its sole discretion, issue an OFO to an individual Customer or an individual Pool Manager taking service under Rider PS-FT without issuing an OFO to all Customers taking service under Rate FT or without issuing an OFO to all Pool Managers taking service under Rider PS-FT.

The OFO Charge per Mcf shall be equal to \$15.00 plus the higher of the following: either (1) the 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 for the day on which the OFO was violated, or (2) the 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 for the day on which the OFO was violated. Such OFO Charge shall be in addition to any other charges under this rate schedule.

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

### **OPTIONAL SALES AND PURCHASE TRANSACTION**

Customer may agree to sell its natural gas supplies to Company, and Company may agree to purchase natural gas supplies from Customer pursuant to Company's Curtailment Rules. If Company purchases natural gas from Customer, such gas will not be redelivered to Customer, and Customer shall discontinue or otherwise interrupt the usage of such natural gas.

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Louisville, Kentucky

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2018-00295 dated April 30, 2019**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 30.8**

**Standard Rate**

**FT**

**Firm Transportation Service (Transportation Only)**

### **RETURN TO FIRM SALES SERVICE**

Return to firm sales service is contingent upon the ability of Company to secure the appropriate quantities of gas supply and transportation capacity with Company's Pipeline Transporter, as determined solely by Company.

### **REMOTE METERING**

Remote metering service shall be required as a prerequisite to the Customer obtaining service under this rate schedule. The remote metering devices will allow Company and Customer to monitor the Customer's usage on a daily basis and allow Company to bill the Customer.

The Customer shall reimburse Company for the cost of this remote metering equipment and the cost of its installation, including any modifications to Company facilities and the replacement of any existing meters required in order to facilitate the functioning of the remote metering.

The Customer shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering.

The Customer shall be responsible for providing the necessary and adequate electric and telephone service to provide remote metering by October 1 of the year that the Customer's Rate FT service becomes effective. 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 remote metering.

### **SPECIAL TERMS AND CONDITIONS**

1. Service under this rate schedule will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
2. Service under this rate schedule shall be performed under a written contract between Customer and Company setting forth specific arrangements as to the volumes to be transported by Company for Customer, Delivery Points, timing of receipts and deliveries of gas by Company, and any other matters relating to individual Customer circumstances.

Customer may appoint only one PS-FT Pool Manager for a given period. If Customer elects to change its PS-FT Pool Manager, Customer shall notify Company and execute and return the required documentation of its election to change its PS-FT Pool Manager at least thirty (30) days prior to the beginning of the billing period for which the change is to become effective. In appointing a PS-FT Pool Manager, Customer acknowledges that it has appointed the designated PS-FT Pool Manager to act as its limited agent in the performance of certain stated functions and to assume certain stated responsibilities with regard to transportation under Rate FT,

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Louisville, Kentucky

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 30.9**

**Standard Rate**

**FT**

**Firm Transportation Service (Transportation Only)**

### **SPECIAL TERMS AND CONDITIONS** (continued)

including the requesting and receiving of information, the scheduling of gas flows, and all related duties. Customer will continue to be responsible for any and all costs, fees, and other liabilities as the result of the actions or inactions of PS-FT Pool Manager as its limited agent. Customer shall indemnify, defend, and hold Company harmless from any costs (including, but not limited to, reasonable attorney fees), expenses, losses, or liabilities, incurred (a) as a result of Company's performance when relying upon the authority of the PS-FT Pool Manager, (b) as a result of Company's reliance upon Customer's representation that it has express authority to appoint said PS-FT Pool Manager as its limited agent, and (c) due to the Customer's or PS-FT Pool Manager's failure to strictly comply with the provisions of Rate FT or Rider PS-FT.

3. As further described below, Customer shall specify to Company the daily volume of gas required by Customer. Such volume shall be stated in Mcf/day and converted to MMBtu/day using a standard conversion factor as may be specified by Company from time to time. At least ten (10) days prior to the beginning of each month, Customer shall provide Company with a schedule setting forth daily volumes of gas to be delivered into Company's system for Customer's account.

Any changes in nominated volumes, as well as any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by Customer to Company no later than 10:00 a.m. Eastern Clock Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from Customer daily nominations, or changes thereto, that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company. Company will not be obligated to utilize its underground storage capacity for purposes of this service.

4. In no case will Company be obligated to deliver gas, including both gas transported and gas sold, to Customer in greater volumes or at greater rates of flow than those specified in the written contract between Customer and Company. The maximum daily volume that Company shall be obligated to deliver shall be set forth in the contract and referred to as the Maximum Daily Quantity ("MDQ"). The maximum hourly volume that Company shall be obligated to deliver shall not exceed 1/24<sup>th</sup> of the MDQ. The MDQ is the maximum daily volume of gas, as determined by Company in its sole discretion, based on Customer's historical daily metered volumes. In the event that historical daily metered volumes are not available, Company will determine the MDQ based upon data provided by Customer; and/or historical monthly metered data. Once 12 months of historical daily metered data becomes available, the MDQ will be subject to revision by Company on an annual basis. Company shall notify Customer in writing of any prospective change in the Customer's MDQ, and Customer shall acknowledge same in writing.

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State Regulation and Rates  
Louisville, Kentucky

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 30.10**

**Standard Rate**

**FT**

**Firm Transportation Service (Transportation Only)**

**SPECIAL TERMS AND CONDITIONS** (continued)

5. Volumes of gas transported hereunder will be determined in accordance with Company's measurement base as set forth in the Company's Terms and Conditions.
6. All volumes of natural gas received by Company for Customer shall meet the specifications established by Pipeline Transporter.
7. Company will have the right to curtail or interrupt the transportation or delivery of gas to any Customer hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.
8. Should Customer be unable to deliver sufficient volumes of transportation gas to Company's system, Company will not be obligated hereunder to provide standby quantities for purposes of supplying such Customer requirements.
9. Company shall not be required to render service under this rate schedule to any Customer that fails to comply with any and all of the provisions of this rate schedule.
10. Customer shall enter into a Website Subscriber Agreement if Customer desires to access telemetry data.

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 51**

**Standard Rate Rider**

**TS-2**

**Gas Transportation Service/Firm Balancing Service**

### **APPLICABLE**

In all territory served.

### **AVAILABILITY**

Available to existing commercial and industrial customers served under Rates AAGS, CGS, DGGs, and IGS who consume at least 15,000 Mcf annually at each individual Delivery Point during the two (2) years ending with the March 31 service request date.

Customers electing service under this rider shall notify Company on or before March 31 and execute a contract by April 30 in order to receive service hereunder beginning November 1 of that same year. The Contract Year shall include the twelve (12) monthly billing periods from November 1 through October 31, of the following calendar year. Service under this rider shall be for a term of one (1) year and year to year thereafter. Unless otherwise permitted herein, Customer or Company may terminate service hereunder effective November 1 by giving written notice to the other by the preceding April 30.

For new customers who have no historical gas consumption, Company will determine Customer's eligibility for service hereunder based upon data provided by Customer and such other information as may be available to Company. Company may allow such new customers to begin service hereunder prior to the November 1 date specified above for existing customers. A new customer is responsible for presenting its request to Company for service hereunder at least six (6) months prior to first receiving natural gas from Company under any of Company's rate schedules.

Customer shall have purchased natural gas elsewhere, and request Company to utilize its system to transport, by displacement, such customer-owned gas to place of utilization.

In addition, transportation service hereunder will be subject to the provisions herein set forth and to the availability of adequate capacity on Company's system to perform such service without detriment to its other customers.

Service under this rider shall not be available to Customers with a Maximum Daily Quantity ("MDQ") in excess of 5,000 Mcf/day. In the event that Customer's MDQ exceeds 5,000 Mcf/day, Company may terminate service under this rider upon thirty (30) days prior written notice.

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**DATE OF ISSUE:** July 20, 2021

**DATE EFFECTIVE:** Effective with Service Rendered  
On And After May 1, 2019

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

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

# **Louisville Gas and Electric Company**

**P.S.C. Gas No. 13, First Revision of Original Sheet No. 51.1**  
**Canceling P.S.C. Gas No. 13, Original Sheet No. 51.1**

**Standard Rate Rider**

**TS-2**

**Gas Transportation Service/Firm Balancing Service**

## **CHARACTER OF SERVICE**

Transportation service under this rider shall be considered firm from the Receipt Point at Company's interconnection with its Pipeline Transporter ("Receipt Point") to the Delivery Point at the Customer's place of utilization ("Delivery Point"), subject to paragraph 7 of the Special Terms and Conditions.

Due to the physical configuration of Company's system, and in order to maintain system integrity and reliability, unless otherwise permitted or directed by Company in its sole discretion, the Pipeline Transporter shall be Texas Gas Transmission, LLC.

Company will provide service to meet imbalances on a firm basis. For purposes used herein, "Imbalances" are defined as the difference between the volume of gas delivered by the Customer to the Receipt Point and the volume of gas taken by Customer at the Delivery Point.

Customers served under this rider must designate a third-party TS-2 Pool Manager and become a member of a TS-2 Pool pursuant to Rider PS-TS-2.

Company shall issue an Action Alert as set forth in Rider PS-TS-2 when, in Company's sole discretion, such Action Alert is required to manage loads served under Rider TS-2. It is the responsibility of the TS-2 Pool Manager, not Company, to convey Action Alerts to Customers in the TS-2 Pool.

Any imbalances (over-or under-deliveries) incurred by TS-2 Pool Manager on behalf of Customer shall be resolved through the application of the cash-out mechanism incorporated in Rider PS-TS-2.

## **RATE**

In addition to any and all charges billed directly to Company by other parties related to the transportation of customer-owned gas, or any and all charges billed by Company under the applicable sales rate to which this service is a rider, including, the basic service charge, any demand charges, any adjustment clauses, or the like, the following charges shall apply:

Administrative Charge per month: \$550.00 per Delivery Point

	CGS	IGS	AAGS	DGGS
Distribution Charge Per Mcf	\$3.8207	\$2.7023	\$1.7739	\$0.3100
Pipeline Supplier's Demand Component	0.8751	0.8751	0.8751	0.8751
Total	\$4.6958	\$3.5774	\$2.6490	\$1.1851

R/R/R/R  
R/R/R/R

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**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.  
2021-00251 dated July 19, 2021**

## Louisville Gas and Electric Company

P.S.C. Gas No. 13, First Revision of Original Sheet No. 51.2  
Canceling P.S.C. Gas No. 13, Original Sheet No. 51.2

### Standard Rate Rider

### TS-2

### Gas Transportation Service/Firm Balancing Service

#### RATE (continued)

The "**Distribution Charge**" applicable to Rate CGS and IGS monthly quantities in excess of 100 Mcf shall be reduced by \$0.50 per Mcf during the seven off-peak billing periods of April through October. The first 100 Mcf per month during such period shall be billed at the rate set forth above.

**Pipeline Supplier's Demand Component:** Average demand cost per Mcf of all gas, including transported gas, delivered to Company by its pipeline supplier as determined from Company's Gas Supply Clause.

**Gas Cost True-Up Charge:** The Gas Cost True-Up Charge is applicable only to a former sales Customer that has elected transportation service hereunder and not previously served under Rate FT. Such Customer shall pay this charge for the first eighteen billing periods that Customer is served under Rider TS-2. The charge (or credit) per Mcf shall be applied to all volumes delivered by Company pursuant to Rider TS-2 in order to recover from (or refund to) transferring sales customers any under- or over-collected gas costs as reflected in the GCAA, GCBA, and PBRRC components of the Gas Supply Clause ("GSC") applicable to gas sold during those periods when the transferring customer was a sales customer. The Gas Cost True-Up Charge amount shall be revised with each of Company's quarterly Gas Supply Clause filings.

For customers electing service under Rider TS-2 effective November 1, 2019,  
the Gas Cost True-Up Charge shall be:

\$0.0000 per Mcf for Bills Rendered On and After August 1, 2021

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For customers electing service under Rider TS-2 effective November 1, 2020,  
the Gas Cost True-Up Charge shall be:

\$0.1190 per Mcf for Bills Rendered On and After August 1, 2021

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**Minimum Annual Threshold Requirement and Charge:** When Customer's annual usage falls below the Minimum Annual Threshold Requirement, Customer will be charged a Minimum Annual Threshold Charge equal to the difference between the Minimum Annual Threshold Requirement of 15,000 Mcf and the Customer's actual consumption in Mcf during each Contract Year which difference shall be multiplied by the peak period Distribution Charge of the applicable sales rate schedule. Such Minimum Annual Threshold Charge shall be billed during the month following the close of the Contract Year in accordance with the following formula

Minimum Annual Threshold Charge =

(Minimum Annual Threshold minus Customer's Annual Usage) times the Peak Period  
Distribution Charge

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On And After August 1, 2021

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

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2021-00251 dated July 19, 2021**



## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 51.3**

**Standard Rate Rider**

**TS-2**

**Gas Transportation Service/Firm Balancing Service**

**RATE** (continued)

Such amount shall be applied to Customer's November bill.

Payment of the Minimum Annual Threshold Charge is not a remedy for Customer's failure to meet the Minimum Annual Threshold Requirement for service under Rider TS-2. In the event that Customer does not meet the Minimum Annual Threshold Requirement for two (2) consecutive years (as determined for the 12 months ended October), service to Customer under this rider may be discontinued. Customer and its TS-2 Pool Manager will receive notice by December 1 that Customer will be removed from the TS-2 Pool and returned to firm sales service effective April 1 of the following year.

New customers qualifying for service hereunder and who begin service prior to the November 1 date specified above shall not be subject to any Minimum Annual Threshold Charge for service prior to the November 1 date immediately following the commencement of service hereunder.

**Optional Monthly Telemetry Charge:** \$300.00 per Delivery Point per month

**REMOTE METERING**

Remote metering service shall be required as a prerequisite to the Customer obtaining service under this rider. The remote metering devices will allow Company and Customer to monitor the Customer's usage on a daily basis and allow Company to bill the Customer.

At the time that the Customer executes a contract for service hereunder, Customer shall elect to either (1) pay for the cost of this remote metering equipment and the cost of its installation in an up-front lump sum payment, or (2) pay the Optional Monthly Telemetry Charge specified herein. Under either option, Customer shall reimburse Company for the cost of any modifications to Company facilities and the replacement of any existing meters required in order to facilitate the functioning of the remote metering.

The Customer shall be responsible for making any necessary modifications to its facilities, including, but not limited to, any modifications of Customer's piping, in order to facilitate the installation and operation of such remote metering.

The Customer shall be responsible for providing the necessary and adequate electric and telephone service to provide remote metering by October 1 of the year that Customer's service under Rider TS-2 becomes effective. 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 remote metering.

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On And After July 1, 2015

**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.  
2014-00372 dated June 30, 2015**

# Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 51.4**

**Standard Rate Rider**

**TS-2**

**Gas Transportation Service/Firm Balancing Service**

## **SPECIAL TERMS AND CONDITIONS**

1. Service under this rider will be furnished under Company's Terms and Conditions applicable hereto, to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions hereof.
2. Service under this rider shall be performed under a written contract between Customer and Company setting forth specific arrangements as to volumes to be transported by Company for Customer, TS-2 Pool Manager designated by Customer, points of delivery, timing of receipts and deliveries of gas by Company, and any other matters relating to individual customer circumstances.

Customer may appoint only one TS-2 Pool Manager for a given period. If Customer elects to change its TS-2 Pool Manager, Customer shall notify Company and execute and return the required documentation of its election to change its TS-2 Pool Manager at least thirty (30) days prior to the beginning of the billing period for which the change is to become effective. Except as provided for in Rider TS-2, no customer may transfer from one TS-2 Pool to another more frequently than once during a Contract Year. In appointing a TS-2 Pool Manager, Customer acknowledges that it has appointed the designated TS-2 Pool Manager to act as its limited agent in the performance of certain stated functions and to assume certain stated responsibilities with regard to transportation under Rider TS-2, including the requesting and receiving of information, the scheduling of gas flows, and all related duties. Customer will continue to be responsible for any and all costs, fees, and other liabilities as the result of the actions or inactions of TS-2 Pool Manager as its limited agent. Customer shall indemnify, defend, and hold Company harmless from any costs (including, but not limited to, reasonable attorney fees), expenses, losses, or liabilities, incurred (a) as a result of Company's performance when relying upon the authority of the TS-2 Pool Manager, (b) as a result of Company's reliance upon Customer's representation that it has express authority to appoint said TS-2 Pool Manager as its limited agent, and (c) due to the Customer's or TS-2 Pool Manager's failure to strictly comply with the provisions of Rider TS-2 or Rider PS-TS-2.

3. In no case will Company be obligated to deliver gas to Customer in greater volumes or at greater rates of flow than those specified in the written contract between Customer and Company. The maximum daily volume that Company shall be obligated to deliver shall be referred to as the Maximum Daily Quantity ("MDQ"). The maximum hourly volume that Company shall be obligated to deliver shall not exceed 1/24th of the MDQ. The MDQ is the maximum daily volume of gas, as determined by Company in its sole discretion, based on Customer's historical daily metered volumes. In the event that historical daily metered volumes are not available, Company will determine Customer's MDQ based upon data provided by Customer, and/or historical monthly metered data. Once historical daily metered data becomes available, the MDQ will be subject to revision by Company on an annual basis. Company shall notify Customer in writing of any prospective change in the Customer's MDQ, and Customer shall acknowledge same in writing.

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**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.  
2020-00350 dated June 30, 2021**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 51.5**

**Standard Rate Rider**

**TS-2**

**Gas Transportation Service/Firm Balancing Service**

### **SPECIAL TERMS AND CONDITIONS** (continued)

- In the case of customers served under Rate DGGS, the MDQ under this rider shall be the same as the MDQ established under Rate DGGS. Company may require customers served under Rate DGGS and provided with gas transportation service through this rider to provide notice of not less than two (2) hours of changes in the hourly rates of gas consumption. T  
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4. Volumes of gas transported hereunder will be determined in accordance with Company's measurement base as set forth in the Company's Terms and Conditions.
  5. All volumes of natural gas received by Company for Customer shall meet the specifications established by Pipeline Transporter.
  6. Company will have the right to curtail or interrupt the transportation or delivery of gas to any Customer hereunder when, in Company's judgment, such curtailment is necessary to enable Company to respond to an emergency or force majeure condition.
  7. In the event of an interruption of service to a Customer served under Rate AAGS, as provided for in that rate schedule, Customer shall discontinue the use of natural gas as specified therein, be subject to the penalties set forth therein, and discontinue deliveries of natural gas hereunder.
  8. Customer shall enter into a Website Subscriber Agreement if Customer desires to access telemetry data.

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

**Issued by Authority of an Order of the  
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2020-00350 dated June 30, 2021**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 61**

**Standard Rate Rider**

**PS-FT  
Pooling Service – Rate FT**

### **APPLICABLE**

In all territory served.

### **AVAILABILITY**

Available to "FT Pool Managers".

For the purpose of this rider, a "FT Pool Manager" is defined as an entity which has been appointed by a customer or group of customers served under Rate FT to perform the functions and responsibilities of requesting and receiving information, nominating supply, and other related duties.

### **RATE**

In addition to any charges billed directly to FT Pool Manager as a result of the application of this rider or to Customer as a result of the application of Rate FT, the following charge shall apply to FT Pool Manager:

PS-FT Pool Administrative Charge: \$75 per Customer in FT Pool per month

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

### **CHARACTER OF SERVICE**

Service under this rider allows an FT Pool Manager to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full requirements of one or more firm transportation customers that comprise a PS-FT Pool. Company may, in its sole discretion, issue an OFO to an individual Customer or an individual Pool Manager taking service under Rider PS-FT without issuing an OFO to all Customers taking service under Rate FT or without issuing an OFO to all Pool Managers taking service under Rider PS-FT. It is the responsibility of the FT Pool Manager to convey OFOs to Customers in its FT Pool.

The FT Pool Manager will be responsible for arranging for volumes of transportation gas to meet the daily and monthly requirements of Customers in the FT Pool. The FT Pool Manager shall be subject to the same nomination deadlines as set forth in Rate FT. The Daily Utilization Charge, OFO Penalty and cash-out provision of Rate FT shall be applied against the aggregate volume of all Customers in a specific FT Pool. The FT Pool Manager will be responsible for the payment of the PS-FT Pool Administrative Charge and any Daily Utilization Charges, OFO penalties or monthly cash-out payments incurred by a specific FT Pool as a result of imbalances under Rate FT.

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Louisville, Kentucky

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Public Service Commission in Case No.  
2018-00295 dated April 30, 2019**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 61.1**

**Standard Rate Rider**

**PS-FT  
Pooling Service – Rate FT**

### **CHARACTER OF SERVICE** (continued)

Company shall issue an Operational Flow Order as set forth in Rate FT to the FT Pool Manager during periods when service cannot be provided to meet daily imbalances.

### **VARIATIONS IN MMBTU CONTENT**

All gas delivered by Company will be measured and billed on an Mcf basis. Pipeline Transporter delivers to and bills Company on an MMBtu basis. The reconciliation of the actual deliveries by Pipeline Transporter and the Customer's estimated deliveries by Pipeline Transporter occurs through the operation of the monthly cash-out provision. Changes in billings of the cash-out provision caused by variations in the MMBtu content of the gas shall be corrected on the following bill.

### **SPECIAL TERMS AND CONDITIONS**

1. No customer shall participate in an FT Pool that does not individually meet the conditions set forth in the "Availability of Service" under Rate FT, and no customer shall participate in more than one FT Pool concurrently. Unless a Customer meets the provisions of the Remote Metering requirement under Rate FT, that Customer shall not participate in an FT Pool.
2. To receive service hereunder, the FT Pool Manager shall enter into a PS-FT Pool Management Agreement with Company. The PS-FT Pool Management Agreement shall set forth the specific obligations of the FT Pool Manager and Company under this rider.

The FT Pool Manager shall submit a signed PS-FT Pool Management Agreement at least thirty (30) days prior to the beginning of a billing period when service under this rider shall commence. Company shall notify the FT Pool Manager of the date when service hereunder will commence. A Customer who terminates service under this rider or who desires to change FT Pool Managers shall likewise provide Company with a written notice at least thirty (30) days prior to the end of a billing period.

The Pool Maximum Daily Quantity ("PMDQ") shall be set forth in the Pool Management Agreement. The PMDQ shall be equal to the total of the MDQs of all the Customers in the FT Pool. Company is not obligated to accept volumes for re-delivery on any day in excess of the PMDQ.

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Louisville, Kentucky

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2018-00295 dated April 30, 2019**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 61.2**

**Standard Rate Rider**

**PS-FT  
Pooling Service – Rate FT**

### **SPECIAL TERMS AND CONDITIONS (continued)**

3. The FT Pool Manager shall upon request of Company agree to maintain an irrevocable letter of credit, or such other financial instrument satisfactory to Company in order to assure FT Pool Manager's performance of its obligations under the PS-FT Pool Management Agreement. In determining the level of the bond or other security to be required of an FT Pool Manager, Company shall consider such factors, including, but not limited to, the following: the natural gas to be transported on behalf of Customers in the FT Pool, the general creditworthiness of the FT Pool Manager, and the FT Pool Manager's prior credit record with Company, if any. In the event that the FT Pool Manager defaults on its obligations under this rider or the PS-FT Pool Management Agreement, Company shall have the right to use the proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy FT Pool Manager's obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the PS-FT Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.
4. The FT Pool Manager shall provide in a form specified by Company the Customers in the FT Pool (or any changes thereto) at least thirty (30) days prior to the beginning of the first billing period that would apply to the FT Pool. Only those customers served under Rate FT and designating Pool Manager as provided for in Rate FT shall be members of the Pool Manager's pool.
5. The PS-FT Pool Management Agreement may be terminated by Company upon thirty (30) days written notice if an FT Pool Manager fails to meet any condition of this rider and/or Rate FT. The PS-FT Pool Management Agreement may also be terminated by Company upon thirty (30) days written notice if the FT Pool Manager has payments in arrears. Written notice of termination of the PS-FT Pool Management Agreement shall be provided both to the FT Pool Manager and to the individual Customers in the FT Pool by Company.
6. Company shall directly bill the FT Pool Manager for the PS-FT Pool Administrative Charge, Utilization Charge for Daily Imbalances, cash-out charges or payments, and OFO Charges contained in Rate FT. D
7. Company shall directly bill the individual customers in the FT Pool for all Distribution Charges, Administrative Charges, Gas Cost True-Up Charges, Minimum Daily Threshold Charges, and remote metering charges or payments provided for in Rate FT.
8. Pool Manager shall enter into a Website Subscriber Agreement if Pool Manager desires to access telemetry data.

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State Regulation and Rates  
Louisville, Kentucky

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Public Service Commission in Case No.  
2020-00350 dated June 30, 2021**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 61.3**

**Standard Rate Rider**

**PS-FT**

**Pooling Service – Rate FT**

**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.

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**LATE PAYMENT CHARGE**

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

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State Regulation and Rates  
Louisville, Kentucky

**Issued by Authority of an Order of the  
Public Service Commission in Case No.  
2020-00350 dated June 30, 2021**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 59**

**Standard Rate Rider**

**PS-TS-2**

**Pooling Service – Rider-TS-2**

### **APPLICABLE**

In all territory served.

### **AVAILABILITY**

Available to TS-2 Pool Managers.

Service under this rider shall not be available for new pool managers until the November 1 following the effective date of this rider.

For the purpose of this rider, a "TS-2 Pool Manager" is defined as an entity which has been appointed by a customer or group of customers served under Rider TS-2 to perform the functions and responsibilities of requesting and receiving information, nominating supply, and other related duties. A customer served under Rider TS-2 must join a Rider PS-TS-2 pool managed by a third-party Pool Manager.

### **RATE**

In addition to any charges billed directly to TS-2 Pool Manager as a result of the application of this rider or to Customer as a result of the application of Rider TS-2, the following charge shall apply to the TS-2 Pool Manager:

PS-TS-2 Pool Administrative Charge: \$75 per Customer in TS-2 Pool per month

**Other:** In the event that TS-2 Pool Manager is determined to be the cause of any billing disadvantages or other penalties imposed on Company by Pipeline Transporter, then TS-2 Pool Manager shall pay such penalties, fees, or charges as determined by Company and in accordance with the payment provisions of this rate schedule in addition to any and all other charges due hereunder.

### **CHARACTER OF SERVICE**

Service under this rider allows a TS-2 Pool Manager to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full requirements of one or more transportation customers that comprise a PS-TS-2 Pool.

The TS-2 Pool Manager will be responsible for arranging for volumes of transportation gas to meet the daily and monthly requirements of the Customers in the TS-2 Pool.

The TS-2 Pool Manager must secure its own upstream capacity from Pipeline Transporter to meet the requirements of the Customers in the TS-2 Pool, up to the total Maximum Daily Quantity of the Customers who are in the TS-2 Pool.

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State Regulation and Rates  
Louisville, Kentucky

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Public Service Commission in Case No.  
2018-00295 dated April 30, 2019**



## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 59.1**

**Standard Rate Rider**

**PS-TS-2**

**Pooling Service – Rider TS-2**

### **ACTION ALERTS**

Company shall have the right to issue an Action Alert ("AA") which will require actions by the TS-2 Pool Manager to alleviate conditions that, in the sole judgment of Company, jeopardize the operational integrity of Company's system. It is the responsibility of the Pool Manager, not Company, to convey an AA to Customers in its TS-2 Pool. Pool Manager shall be responsible for complying with the directives contained in the AA.

Notice of an AA shall be provided to TS-2 Pool Manager at least eighteen (18) hours prior to the beginning of the gas day for which the AA is in effect. In the case of a TS-2 Pool Manager with one (1) or more Rider TS-2 customers served under Rate DGGS, the notice of an AA shall be provided to TS-2 Pool Manager at least four (4) hours prior to the beginning of the gas day for which the AA is in effect. TS-2 Pool Manager shall respond to an AA by adjusting its deliveries to Company's system as directed in the AA within the specified timeframe.

Upon issuance of an AA, Company will direct TS-2 Pool Manager to deliver to Company from 0% to 100% of the total MDQ of those Customers in the TS-2 Pool (the PMDQ as defined hereafter). Each Mcf delivered by TS-2 Pool Manager that differs (either more or less) from the volume specified in the AA shall be subject to an Action Alert Charge.

Company may, in its sole discretion, issue an AA to an individual Pool Manager taking service under Rider PS-TS-2 without issuing an AA to all Pool Managers taking service under Rider PS-TS-2.

The Action Alert Charge per Mcf shall be equal to \$5.00 plus the higher of the following: either (a) the 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 for the day on which the AA was violated, or (b) the 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 for the day on which the AA was violated. Such Action Alert Charge shall be in addition to any other charges under this rider.

Company will not be required to provide service under this rider for any TS-2 Pool Manager that does not comply with the terms or conditions of an AA. Payment of Action Alert Charges hereunder shall not be considered an exclusive remedy for failure to comply with an AA, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

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State Regulation and Rates  
Louisville, Kentucky

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Public Service Commission in Case No.  
2016-00371 dated June 22, 2017 and modified June 29, 2017**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 59.2**

**Standard Rate Rider**

**PS-TS-2  
Pooling Service – Rider TS-2**

### **IMBALANCES**

Company will calculate on a daily and monthly basis the TS-2 Pool Manager's imbalance resulting from the difference between the metered usage of the Customers in the TS-2 Pool and the volumes that the TS-2 Pool Manager has delivered into Company's system for the Customers in the TS-2 Pool. This will be calculated as follows:

$$\text{Imbalance} = \text{Metered Usage} - \text{Delivered Volumes}$$

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

$$\text{Imbalance \%} = \frac{(\text{Metered Usage} - \text{Delivered Volumes})}{\text{Delivered Volumes}}$$

The term "day" or "daily" shall mean the period of time corresponding to the gas day as observed by the Pipeline Transporter as adjusted for local time.

### **CASH-OUT PROVISION FOR MONTHLY IMBALANCES**

The cash-out provision shall be applied against the aggregate volume of all Customers in a specific TS-2 Pool. The TS-2 Pool Manager will be responsible for the payment of the cash-out charges incurred by the TS-2 Pool as a result of imbalances under Rider TS-2.

If the monthly imbalance is negative (an over-delivery into Company's system), Company shall purchase the monthly imbalance from TS-2 Pool Manager at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the lower of the following: either (a) the lowest daily mid-point price posted in "*Platts Gas Daily*" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the lowest daily mid-point price posted in "*Platts Gas Daily*" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on the TS-2 Pool Manager's monthly negative imbalance percentage to be applied as follows:

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State Regulation and Rates  
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# Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 59.3**

**Standard Rate Rider**

**PS-TS-2**

**Pooling Service – Rider TS-2**

## **CASH-OUT PROVISION FOR MONTHLY IMBALANCES** (continued)

When Total Net  
Negative Balance  
Percentage is:

The following percentage  
shall be multiplied by the  
above-determined amount:

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

If the monthly imbalance is positive (an under-delivery into Company's system), TS-2 Pool Manager shall purchase the monthly imbalance from Company at a price per Mcf which is determined by multiplying the appropriate percentage specified below times the higher of the following: either (a) the highest daily mid-point price posted in "*Platts Gas Daily*" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred, or (b) the highest daily mid-point price posted in "*Platts Gas Daily*" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during the month in which the imbalance occurred.

The appropriate percentage shall be dependent on the TS-2 Pool Manager's monthly imbalance percentage to be applied as follows:

When Total Net  
Positive Imbalance  
Percentage is:

The following percentage  
shall be multiplied by the  
above-determined amount:

0% to $\leq 5\%$	100%
$>5\%$ to $\leq 10\%$	110%
$>10\%$ to $\leq 15\%$	120%
$>15\%$ to $\leq 20\%$	130%
$>20\%$	140%

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 59.4**

**Standard Rate Rider**

**PS-TS-2  
Pooling Service – Rider TS-2**

### **CASH-OUT PROVISION FOR MONTHLY IMBALANCES** (continued)

The monthly imbalance percentages stated above will be used to calculate the cash-out price for imbalances that fall within each category. For example, a TS-2 Pool Manager with a negative monthly imbalance percentage of 9% will cash-out at the 0% to 5% price for 5% of the imbalance and at the 5% to 10% price for 4% of the imbalance.

All such adjustments shall be shown and included on the TS-2 Pool Manager's bill. The billing of these charges shall not be construed as a waiver by Company of any other rights or remedies it has under law, the regulations of the PSC of Kentucky, or this rate schedule, nor shall it be construed as an exclusive remedy for failure to comply with the provisions of this rider.

### **VARIATIONS IN MMBTU CONTENT**

All gas delivered by Company will be measured and billed on an Mcf basis. Pipeline Transporter delivers to and bills Company on an MMBtu basis. The reconciliation of the actual deliveries by Pipeline Transporter and the Customer's estimated deliveries by Pipeline Transporter occurs through the operation of the monthly cash-out provision. Changes in billings of the cash-out provision caused by variations in the MMBtu content of the gas shall be corrected on the following bill using the applicable cash-out price from the month in which the gas was delivered by Pipeline Transporter to Company.

N  
N

### **NOMINATIONS AND NOMINATED VOLUME**

As further described below, TS-2 Pool Manager shall specify to Company the daily volume of gas required by the Customers in the TS-2 Pool. Such volume shall be stated in Mcf/day and converted to MMBtu/day.

At least ten (10) days prior to the beginning of each calendar month, TS-2 Pool Manager shall provide Company with a schedule setting forth daily volumes of gas to be delivered into Company's system for the Pool Manager's TS-2 Pool.

Any changes in nominated volumes, as well as any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by TS-2 Pool Manager to Company no later than 10:00 a.m. Eastern Clock Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from TS-2 Pool Manager daily nominations or changes thereto that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company.

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 59.5**

**Standard Rate Rider**

**PS-TS-2  
Pooling Service – Rider TS-2**

### **NOMINATIONS AND NOMINATED VOLUME** (continued)

Such volumes nominated by TS-2 Pool Manager shall include an allowance for Company's system average lost and unaccounted for gas ("LAUFG") expressed as a percentage and based on historical levels. Effective November 1, 2020, such LAUFG percentage is 2.36%. Such LAUFG percentage shall be revised annually each November 1 with notice provided to TS-2 Pool Manager at least thirty (30) days prior to such November 1. The volumes delivered by the TS-2 Pool Manager to Company for redelivery to Customers in the TS-2 Pool will be increased by TS-2 Pool Manager to cover the effective LAUFG percentage. For example, if the Customers in a TS-2 Pool require 325 Mcf on a given day, and the LAUFG percentage is 5.0%, then the Mcf nominated shall be 342 Mcf  $[325 / (1 - 0.05)]$ . The 342 Mcf shall be converted to MMBtu using a standard conversion factor as may be specified by Company from time to time. Such amount does not include any retention by the Pipeline Transporter. The volume nominated by the TS-2 Pool Manager to cover LAUFG shall not be considered in determining whether or not the TS-2 Pool Manager has exceeded the Pool Maximum Daily Quantity ("PMDQ") for the TS-2 Pool.

### **SUPPLIER CODE OF CONDUCT**

Each PS-TS-2 Pool Manager participating in the Company's transportation program under Rider PS-TS-2 must:

1. communicate to participating Customers in clear, understandable terms the Customer's rights and responsibilities. This communication must include (a) the PS-TS-2 Pool Manager's customer service address and local or toll-free telephone number; and (b) a statement describing the PS-TS-2 Pool Manager's dispute resolution procedures;
2. provide in writing pricing and payment terms that are clearly defined and understandable and that inform consumers whether the price that the Customer will pay is inclusive or exclusive of applicable taxes, and Company approved tariff riders and surcharges;
3. refrain from engaging in communications or promotional practices which are fraudulent, deceptive, or misleading;
4. deliver gas to the Company on a firm basis on behalf of the Customers enrolled in the PS-TS-2 Pool Manager's pool in accordance with the requirements of the PS-TS-2 Pool Management Agreement;

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 59.6**

**Standard Rate Rider**

**PS-TS-2**

**Pooling Service – Rider TS-2**

### **SUPPLIER CODE OF CONDUCT**

5. establish and maintain a credit-worthy financial position that enables PS-TS-2 Pool Manager to indemnify the Company and the Customers for costs incurred as a result of any failure by the PS-TS-2 Pool Manager to deliver gas in accordance with the requirements of Rider PS-TS-2 and to assure payment of any applicable charges for any such failure;
6. refrain from requesting customer-specific billing, payment, and usage history without first having received the Customer's written approval allowing PS-TS-2 Pool Manager to access such information.

Failure to fulfill any of these obligations shall be considered a violation of the Supplier Code of Conduct.

If the PS-TS-2 Pool Manager fails to comply with the Supplier Code of Conduct, the Company will have the discretion to temporarily suspend or terminate such PS-TS-2 Pool Manager from further participation in the transportation program under Rider PS-TS-2. If service to the PS-TS-2 Pool Manager is suspended or terminated, Customer(s) in the PS-TS-2 Pool Manager's Pool will be returned to sales service under the applicable rate schedule (CGS, IGS, DGGS, or AAGS) until said Customer(s) join another PS-TS-2 Pool Manager's Pool. If the Company seeks to suspend or terminate service to a PS-TS-2 Pool Manager, Company shall first notify the PS-TS-2 Pool Manager of the alleged violations which merit suspension or termination. Such notice must be in writing and must be sent to the PS-TS-2 Pool Manager as specified in the notice provisions of the PS-TS-2 Pool Management Agreement at least five (5) business days prior to the effective date of the suspension or termination.

### **SPECIAL TERMS AND CONDITIONS**

1. No customer shall participate in a TS-2 Pool that does not individually meet the conditions set forth in the "Availability of Service" under Rider TS-2, and no Customer shall participate in more than one pool concurrently. Except as provided for in Section 4 below, no Customer may transfer from one TS-2 Pool to another more frequently than once during a Contract Year.
2. To receive service hereunder, the PS-TS-2 Pool Manager shall enter into a PS-TS-2 Pool Management Agreement with Company. The PS-TS-2 Pool Management Agreement shall set forth the specific obligations of the TS-2 Pool Manager and Company under this rider.

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 59.7**

**Standard Rate Rider**

**PS-TS-2  
Pooling Service – Rider TS-2**

### **SPECIAL TERMS AND CONDITIONS (continued)**

The TS-2 Pool Manager shall submit a signed PS-TS-2 Pool Management Agreement at least thirty (30) days prior to the beginning of a billing period when service under this rider shall commence. Company shall notify the TS-2 Pool Manager of the date when service hereunder will commence. The Customers in the TS-2 Pool shall be set forth in Exhibit A of the PS-TS-2 Pool Management Agreement. In order to join a TS-2 Pool, Customer must have designated in writing its TS-2 Pool Manager as its agent pursuant to Rider TS-2. In order to modify the Customers in the pool, the Pool Manager must request a revised Exhibit A from Company and execute and return said exhibit at least thirty (30) days prior to the beginning of the billing period for which the change is to become effective.

The PMDQ shall be set forth in the Pool Management Agreement. The PMDQ shall be equal to the total of the MDQs of all the Customers in the TS-2 Pool. Company is not obligated to accept volumes for re-delivery on any day in excess of the PMDQ.

3. The TS-2 Pool Manager shall upon request of Company agree to maintain an irrevocable letter of credit or such other financial instrument satisfactory to Company in order to assure TS-2 Pool Manager's performance of its obligations under the PS-TS-2 Pool Management Agreement. In determining the level of the bond or other security to be required of a TS-2 Pool Manager, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customers in the TS-2 Pool, the general creditworthiness of the TS-2 Pool Manager, and the TS-2 Pool Manager's prior credit record with Company, if any. In the event that the TS-2 Pool Manager defaults on its obligations under this rider or the PS-TS-2 Pool Management Agreement, Company shall have the right to use the proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy TS-2 Pool Manager's obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the PS-TS-2 Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.
4. The PS-TS-2 Pool Management Agreement may be terminated by Company upon thirty (30) days written notice if a TS-2 Pool Manager fails to meet any condition of this rider and/or Rider TS-2. The PS-TS-2 Pool Management Agreement may also be terminated by Company upon thirty (30) days written notice if the TS-2 Pool Manager has payments in arrears. Written notice of termination of the PS-TS-2 Pool Management Agreement shall be provided both to the TS-2 Pool Manager and to the individual Customers in the TS-2 Pool by Company.

Customers in the TS-2 Pool will be returned to sales service under the applicable rate schedule (CGS, IGS, DGGS, or AAGS), or will be allowed to enroll in another TS-2 Pool.

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# Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 59.8**

**Standard Rate Rider**

**PS-TS-2**

**Pooling Service – Rider TS-2**

## **SPECIAL TERMS AND CONDITIONS** (continued)

5. Company shall directly bill the TS-2 Pool Manager for the PS-TS-2 Pool Administrative Charge, Action Alert Charges, and cash-out charges or payments contained in Rider TS-2.
6. Company shall directly bill the individual Customers in the TS-2 Pool for all Administrative Charges, Distribution Charges, Demand Charges, Pipeline Supplier's Demand Component Charges, Gas Cost True-Up Charges, Basic Service Charges, Minimum Annual Threshold Charges, Monthly Telemetry Charges, and other remote metering charges, as provided for in either Rider TS-2 or Customer's otherwise applicable sales rate schedule to which Rider TS-2 is a rider.
7. All volumes of natural gas received by Company for Customer shall meet the specifications established by Pipeline Transporter.
8. Pool Manager shall enter into a Website Subscriber Agreement if Pool Manager desires to access telemetry data.

D

## **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.

N  
N  
N

## **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

N  
N  
N

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Division 5-14

Request:

Referencing PPL's response to DIV 3-21(a), the table comparing residential gas rates for KY gas utilities provided as part of PPL's response to DIV 3-21(a) includes a line for "DSM" which appears to be applicable only to LG&E. Please:

- a. Explain the basis for, and derivation of, the \$0.20 entry on that line for LG&E; and
- b. Provide documentation of the parameters and terms of each gas DSM program presently offered by LG&E.

Response:

- a. The \$0.20 entry from the table was derived by multiplying the sample volume used of 100 CCF (10 MCF) times LG&E's NG RGS DSM rate of \$0.00204 / CCF (see Attachment PPL-DIV 5-14-1 for the LG&E Gas DSM tariff containing this formula, P.S.C. Gas No. 13, Original Sheet No. 86.5). This was included in the table to reflect the portion of the sample bill that would be related to DSM natural gas charges.
- b. LG&E does not have any natural gas only (or specific) DSM programs. However, a portion of two current programs are funded by its natural gas customers – WeCare and Program Development and Administration. A description of these programs can be found in the Louisville Gas and Electric Company and Kentucky Utilities Company 2019-2025 Demand-Side Management and Energy Efficiency Program Plan, Exhibit GSL-1, located at [https://psc.ky.gov/pseccf/2017-00441/rick.lovekamp%40lge-ku.com/12062017050458/LGE\\_KU\\_Testimony\\_and\\_Exhibits.pdf](https://psc.ky.gov/pseccf/2017-00441/rick.lovekamp%40lge-ku.com/12062017050458/LGE_KU_Testimony_and_Exhibits.pdf), at pages 34 to 215. The programs with a natural gas component are:
  - WeCare Program  
WeCare (Weatherization, Conservation Advice and Recycling Energy), is a voluntary program designed to create savings through weatherization and energy education to help eligible limited-income customers in need. The program helps provide a more efficient, safe, and comfortable home. More importantly, it teaches our customers how to be more efficient – whether it's through their own energy conservation efforts, or through the installation of energy-saving measures / devices. The WeCare Program is explained in more detail in the Louisville Gas and Electric Company and Kentucky Utilities Company 2019-2025 Demand-Side Management and Energy

Efficiency Program Plan, Exhibit GSL-1, beginning on page 28 of 182 of the document (page 61 of 529 of the full PDF).

- Program Development and Administration  
This program provide support for the various needs of the energy efficiency department and staff. It also captures the following costs incurred in the development and ongoing administration of energy efficiency initiatives that are difficult to assign to an individual program. This includes existing program support and reporting, new program concept and initial design, market research related to new programming, and research / technical evaluation of new technologies and programs. Lastly, it also captures costs and is responsible for the development of DSM tariffs (for both electric and natural gas rates) for the Kentucky Commission. The Program Development and Administration is explained in more detail in the Louisville Gas and Electric Company and Kentucky Utilities Company 2019-2025 Demand-Side Management and Energy Efficiency Program Plan, Exhibit GSL-1, beginning on page 24 of 182 of the document (page 57 of 529 of the full PDF).

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 86**

### Adjustment Clause

### DSM

### Demand-Side Management Cost Recovery Mechanism

#### APPLICABLE

In all territory served.

#### AVAILABILITY OF SERVICE

This schedule is mandatory to the Company's Standard Gas Rate Schedules RGS, VFD, CGS, IGS, AAGS, SGSS, and FT. Descriptions of available Demand-Side Management and Energy Efficiency ("DSM-EE") programs begin on Sheet No. 86.4.

#### INDUSTRIAL OPT-OUT

An industrial customer may elect not to participate in any DSM-EE programs hereunder, and therefore shall not be assessed a charge pursuant to this mechanism, with respect to any of the customer's energy-intensive meters (i.e., a meter served under Rate IGS, AAGS, SGSS or FT) if the customer has implemented with respect to the load served by each such meter cost-effective energy-efficiency measures not subsidized by other rate classes. Nonresidential customers will be considered "industrial" for the purposes of Adjustment Clause DSM if they are engaged in activities primarily using gas in a process or processes involving either the extraction of raw materials from the earth or a change of raw or unfinished materials into another form or product. To opt out, an industrial customer must complete and return to Company the Demand-Side Management and Energy Efficiency Industrial Opt-Out Notification Form (available at the Company's website at <http://www.lge-ku.com>). The full terms and conditions of opting out and any subsequent opting in are contained in the Demand-Side Management and Energy Efficiency Industrial Opt-Out Notification Form. Only those industrial customer meters that are energy intensive (i.e., served under Rates IGS, AAGS, SGSS or FT) may be exempted from charges under Adjustment Clause DSM; an industrial customer's other accounts will be subject to Adjustment Clause DSM.

An industrial customer desiring to opt back into charges under this mechanism for one or more opted-out meters must complete and return to Company the Demand-Side Management and Energy Efficiency Industrial Opt-In Notification Form (available at the Company's website at <http://www.lge-ku.com>). The full terms and conditions of opting in are contained in the Demand-Side Management and Energy Efficiency Industrial Opt-In Notification Form.

#### RATE

The monthly amount computed under each of the rate schedules to which this Demand-Side Management Cost Recovery Mechanism is applicable shall be increased or decreased by the DSM Cost Recovery Component (DSMRC) at a rate per 100 cubic feet (Ccf) of monthly gas consumption in accordance with the following formula:

$$\text{DSMRC} = \text{DCR} + \text{DRLS} + \text{DSMI} + \text{DBA} + \text{DCCR}$$

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## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 86.1

### Adjustment Clause

### DSM

### Demand-Side Management Cost Recovery Mechanism

### RATE (continued)

Where:

#### DCR = DSM COST RECOVERY

The DCR shall include all expected costs that have been approved by the Commission for each twelve-month period for demand-side management programs that have been developed through a collaborative advisory process ("approved programs"). Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees and administrative expenses, will be recovered through the DCR. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated budget from each program. The cost of approved programs shall be divided by the expected Ccf sales for the upcoming twelve-month period to determine the DCR for such rate class.

#### DRLS = DSM REVENUE FROM LOST SALES

Revenues from lost sales due to DSM programs implemented on and after the effective date of this tariff will be recovered as follows:

#### DRLS = DSM REVENUE FROM LOST SALES (continued)

1. For each upcoming twelve-month period, the estimated reduction in customer usage (in Ccf) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per Ccf for purposes of determining the lost revenue to be recovered hereunder for each customer class. The non-variable revenue requirement is defined as the weighted average price per Ccf of expected Distribution Charge billings for the customer classes.
2. The lost revenues for each customer class shall then be divided by the estimated class sales (in Ccf) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenues from lost sales calculated for a twelve-month period shall be included in the DRLS for thirty-six (36) months or until implementation of new rates pursuant to a general rate case. For recovery purposes, the lost sales revenues will be assigned to the rate classes whose programs resulted in the lost sales.

Revenues collected hereunder are based on engineering estimates of energy savings, expected program participation and estimated sales for the upcoming twelve-month period. At the end of each such period, any difference between the lost revenues actually collected hereunder and the lost revenues determined after any revisions of the engineering estimates and actual program participation are accounted for shall be reconciled in future billings under the DSM Balance Adjustment (DBA).

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## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 86.2

### Adjustment Clause

### DSM

#### Demand-Side Management Cost Recovery Mechanism

A program evaluation vendor will be selected to provide evaluation criteria against which energy savings will be estimated for that program. Each program will be evaluated after implementation and any revision of the original engineering estimates will be reflected in both (a) the retroactive true-up provided for under the DBA and (b) the prospective future lost revenues collected hereunder.

#### **DSMI = DSM INCENTIVE.**

For all Energy Impact Programs, the DSMI shall be computed by multiplying the net resource savings expected from the approved programs that are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings.

The DSMI amount shall be divided by the expected Ccf sales for the upcoming twelve-month period to determine the DSMI. DSMI amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

#### **DBA = DSM BALANCE ADJUSTMENT.**

The DBA shall be calculated on a calendar year basis and is used to reconcile the difference between the amount of revenues actually billed through the DCR, DRLS, DSMI, DCCR, and previous application of the DBA and the revenues that should have been billed, as follows:

1. For the DCR, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the DCR unit charge and the actual cost of the approved programs during the same twelve-month period.
2. For the DRLS the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DRLS unit charge and the amount of lost revenues determined for the actual DSM measures implemented during the twelve-month period.

For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 86.3**

**Adjustment Clause**

**DSM**

**Demand-Side Management Cost Recovery Mechanism**

**DBA = DSM BALANCE ADJUSTMENT (continued)**

3. For the DCCR, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DCCR unit charge and the capital cost recovery amount determined for the actual capital costs of the approved programs during the twelve-month period.
4. For the DBA, the balance adjustment amount will be determined by calculating the difference between the amount billed during the twelve-month period from application of the DBA unit charges and the balance adjustment amount established for the same twelve-month period.

The balance adjustment amounts determined on the basis of the above paragraphs (1)-(5) shall include interest to be calculated at a rate equal to the average of the "Three-Month Commercial Paper Rate" for the immediately preceding twelve-month period. The balance adjustment amounts, plus interest, shall be divided by the expected Ccf sales for the upcoming twelve-month period to determine the DBA for each rate class. DBA amounts will be assigned for recovery purposes to the rate classes for which over- or under-recoveries of DSM amounts were realized.

**DCCR = DSM CAPITAL COST RECOVERY**

The DCCR component is the means by which the Company recovers its capital investments made for DSM-EE programs, as well as an approved rate of return on such capital investments. The Company calculates the DCCR component as follows:

$$DCCR = [(RB) (ROR + (ROR - DR) (TR / (1 - TR))) + OE$$

- a) RB is the total rate base for DCCR projects.
- b) ROR is the overall rate of return on DSM Rate Base (RB).
- c) DR is the composite debt rate (i.e., the cost of short- and long-term debt) embedded in ROR.
- d) TR is the composite federal and state income tax rate that applies to the equity return component of ROR.
- e) OE is the sum of the capital-related operating expenses (i.e., depreciation and amortization expense, property taxes, and insurance expense) of the DSM projects to which DCCR applies.

The Company then allocates the DCCR component to the rate class(es) benefitting from the Company's various DSM-related capital investment(s).

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 86.4**

**Adjustment Clause**

**DSM**

**Demand-Side Management Cost Recovery Mechanism**

**CHANGES TO DSMRC**

Modifications to components of the DSMRC shall be made at least thirty (30) days prior to the effective date. Each filing shall include the following information as applicable:

- (1) A detailed description of each DSM-EE program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies that have been performed, as available.
- (2) A statement setting forth the detailed calculation of the DCR, DRLS, DSMI, DBA and DSMRC.

Each change in the DSMRC shall be placed into effect with service rendered on and after the effective date of such change.

**RESIDENTIAL CUSTOMER PROGRAM PARTICIPATION INCENTIVES**

The following DSM-EE program is available to residential customers receiving service from the Company on the RGS and VFD Standard Gas Rate Schedules.

**Low Income Weatherization Program (WeCare)**

This is an education and weatherization program designed to reduce energy consumption of income-qualified customers. The program provides energy audits, energy education, and installation of weatherization and energy conservation measures in qualified single-family homes as well as tenant units and common areas of qualifying multifamily properties. Qualified customers could receive energy conservation measures ranging from \$0 to \$2,100 based upon the customer's most recent twelve month energy usage and results of an energy audit.

**NONRESIDENTIAL CUSTOMER PROGRAM PARTICIPATION INCENTIVES**

The following DSM-EE program is available to nonresidential customers receiving service from the Company on the CGS, IGS, AAGS, SGSS, and FT Standard Gas Rate Schedules for nonresidential, master-metered multi-family buildings.

**Low Income Weatherization Program (WeCare)**

This is an education and weatherization program designed to reduce energy consumption of income-qualified customers. The program provides energy audits, energy education, and installation of weatherization and energy conservation measures in qualified single-family homes as well as tenant units and common areas of qualifying multifamily properties. Qualified customers could receive energy conservation measures ranging from \$0 to \$2,100 based upon the customer's most recent twelve month energy usage and results of an energy audit.

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**DATE OF ISSUE:** July 20, 2021

**DATE EFFECTIVE:** January 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.  
2017-00441 dated October 5, 2018**

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 86.5**

**Adjustment Clause** **DSM**  
**Demand-Side Management Cost Recovery Mechanism**

**DSM Cost Recovery Component (DSMRC)**  
**Monthly Adjustment Factors:**

<u>Rates RGS and VFD</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00203 per Ccf	
DSM Revenues from Lost Sales (DRLS)	\$ 0.00000 per Ccf	R
DSM Incentive (DSMI)	\$ 0.00000 per Ccf	
DSM Capital Cost Recovery Component (DCCR)	\$ 0.00000 per Ccf	
DSM Balance Adjustment (DBA)	\$ <u>0.00001</u> per Ccf	
Total DSMRC for Rates RGS and VFD	\$ 0.00204 per Ccf	R
<u>Rates CGS, IGS, AAGS, SGSS, Rate FT</u>	<u>Energy Charge</u>	
DSM Cost Recovery Component (DCR)	\$ 0.00059 per Ccf	
DSM Revenues from Lost Sales (DRLS)	\$ 0.00000 per Ccf	R
DSM Incentive (DSMI)	\$ 0.00000 per Ccf	
DSM Capital Cost Recovery Component (DCCR)	\$ 0.00000 per Ccf	
DSM Balance Adjustment (DBA)	\$ <u>0.00020</u> per Ccf	
Total DSMRC for Rates CGS, IGS, AAGS, SGSS, and FT	\$ 0.00079 per Ccf	R

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State Regulation and Rates  
Louisville, Kentucky

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Public Service Commission in Case No.  
2020-00350 dated June 30, 2021**



Division 5-15

Request:

Referencing PPL's response to DIV 3-21, Attachment PPL-DIV 3-21-2, page 11 of 24. The table presented on the referenced page provides planned Labor O&M expenses through 2023. Please provide similar data for actual and planned Narragansett gas system Labor O&M expenses. If Labor O&M expenses have been planned or budgeted for Narragansett's gas system beyond 2023, please provide these data.

Response:

PPL refers to National Grid USA and The Narragansett Electric Company's response to data request Division 5-15 for the Narragansett gas system actual and planned Labor O&M expenses through 2023.

PPL has estimated Narragansett gas system Labor O&M expense using current salary levels, and estimated headcount required to fully operate post-TSA. Further salary cost planning for 2023 and beyond has not yet been performed.

Estimated labor O&M expense for Narragansett to operate upon Transition Service exit is \$33.2M.

It should be noted that these underlying labor O&M costs are not directly comparable to Labor O&M expense for LG&E/KU or the Narragansett gas system as currently operated by National Grid. The following will result in differences when evaluating PPL's estimated Narragansett gas system Labor O&M:

1. The PPL estimates include labor force functions, listed below, that are not included in the LG&E/KU Gas Distribution Operating Plan. The LG&E/KU workforce to support the equivalent functions is an additional 123 FTE + supplemental contractors.
  - a. Customer / Meter Field Services
  - b. Meter Reading
  - c. Meter Shop
  - d. Investment Planning
  - e. Gas Design
2. LG&E/KU leverages significant supplemental contractor support, as outlined in Attachment PPL-DIV 3-21-2, which is roughly equivalent in size to its labor

workforce. The planned O&M for supplemental outside services ranges from \$13.5M to \$14.4M from 2021 – 2023. Similar outside services spend for Narragansett is estimated in the \$7M to \$8M range for 2021.

3. The PPL operating model for the Narragansett gas system includes dedicated Rhode Island functions that are currently centralized and support multiple jurisdictions at National Grid. Standing up these functions directly for Rhode Island will likely result in additional FTE requirements that are contemplated in the forecasted headcount and associated labor O&M estimates. The functions impacted are listed below.
  - a. Gas Network Operations
  - b. Work & Resource Planning
  - c. Pipeline Safety & Compliance

Division 5-16

Request:

Please provide the Narragansett gas system employee head count by function for each of the last five years and for each future year for which projections are available.

Response:

PPL refers to National Grid USA and The Narragansett Electric Company's response to data request Division 5-16 for the Narragansett gas system employee head count by function for each of the last five years.

PPL is in the process of designing the future state Narragansett gas organization. The following tables reflect the latest employee headcount estimates needed to support Transition Service exit. These are subject to revision as PPL continues organizational design across all of Rhode Island operations.

Upon Transition Services exit PPL and PPL RI anticipate Narragansett gas employees of 540 positions in the following functions:

Gas Operations	346
Work & Resource Planning	47
Complex Capital	15
Engineering & Asset Management	42
Gas System Control & LNG Ops	66
Pipeline Safety & Compliance	24
	<b>540</b>

The headcounts above reflect functions and roles that are not direct employees of Narragansett gas under National Grid's operating model, and are part of National Grid USA Service Company. This would include roles in Work & Resource Planning, Engineering & Asset Management, Gas Control, Pipeline Safety & Compliance, and Complex Capital management.

In addition to the roles listed above, PPL anticipates the following headcount requirements for various operations support functions:

Fleet Management	22
Property Services / Facilities	12
Inventory & Warehouse Management	12

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,  
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's  
Responses to Division's Fifth Set of Data Requests

Issued on August 6, 2021

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These functions will continue to support both Rhode Island gas and electric operations, and include management roles that are currently a part National Grid USA Service Company.

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,  
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY  
Docket No. D-21-09  
PPL Corporation and PPL Rhode Island Holdings, LLC's  
Responses to Division's Fifth Set of Data Requests  
Issued on August 6, 2021

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Division 5-17

Request:

Please provide the total numbers of gas system employees by function and the numbers of gas system employees that National Grid expects will retire in each of the next five years.

Response:

PPL and PPL RI refer to the response of National Grid USA and The Narragansett Electric Company to data request Division 5-17.

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,  
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's

Responses to Division's Fifth Set of Data Requests

Issued on August 6, 2021

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Division 5-18

Request:

Please detail Narragansett's current plan for replacing gas system employees who are expected to retire, as well as the Company's plans and budgeted costs for replacing retired employees, including the costs of training new employees. If there are plans to replace existing Narragansett gas system employees with outside contractor personnel, please document those plans and the numbers of Narragansett employee positions that will be replaced by outside contractor personnel.

Response:

PPL and PPL RI refer to the response of National Grid USA and The Narragansett Electric Company to data request Division 5-18.

Post-closing, PPL and PPL RI will replace employees who retire through a staffing process substantially similar to the process currently used by National Grid as described in its response to Division 5-18. Notable differences between the National Grid staffing process and the planned process for PPL RI are that PPL RI will have a process to predict retirements as opposed to an analytical tool, and PPL RI will utilize an intern program instead of the graduate development program described by National Grid.

PPL and PPL RI do not have any plans to replace existing Narragansett gas system employees with outside contractor personnel. It is PPL RI's intention that existing Narragansett gas system employees will continue to be employed by Narragansett after PPL and PPL RI complete the Transaction.

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,  
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY  
Docket No. D-21-09  
PPL Corporation and PPL Rhode Island Holdings, LLC's  
Responses to Division's Fifth Set of Data Requests  
Issued on August 6, 2021

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Division 5-19

Request:

Please provide any assessments prepared by or for National Grid, Narragansett, and/or PPL of the numbers of gas system employees expected to separate voluntarily from Narragansett following completion of the Transaction.

Response:

See National Grid's response to Division 5-19.

PPL and PPL RI continue to evaluate the number of Narragansett gas system employees expected to separate voluntarily as a result of the Transaction and do not have any assessments to share.

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,  
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY  
Docket No. D-21-09  
PPL Corporation and PPL Rhode Island Holdings, LLC's  
Responses to Division's Fifth Set of Data Requests  
Issued on August 6, 2021

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Division 5-20

Request:

Please provide the numbers of Narragansett gas system employees who are expected to be involuntarily terminated as a result of the proposed acquisition and the expected costs of such involuntary terminations of service.

Response:

PPL and PPL RI do not have any plans to involuntarily terminate any Narragansett gas system employees as a result of the proposed acquisition.



PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,  
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY  
Docket No. D-21-09  
PPL Corporation and PPL Rhode Island Holdings, LLC's  
Responses to Division's Fifth Set of Data Requests  
Issued on August 6, 2021

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Division 5-21

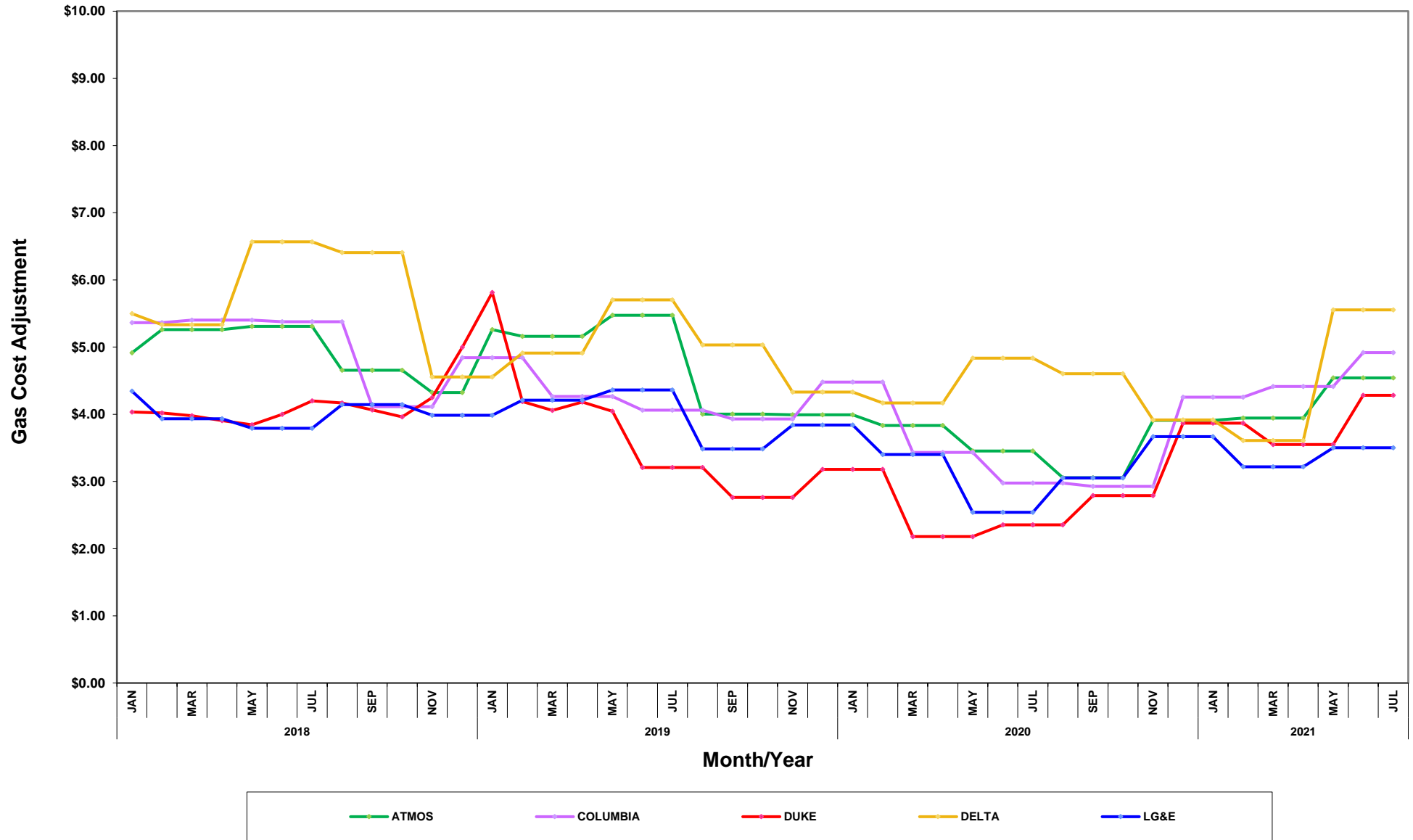
Request:

Referencing PPL's response to DIV 3-23, Attachment 3-23-1, please provide a comparable graph that plots the gas costs for each Kentucky gas utility separately.

Response:

Please see Attachment PPL-DIV 5-21-1, which is a graph that plots the gas costs for Atmos Energy Corporation (Atmos), Columbia Gas of Kentucky, Inc. (Columbia), Duke Energy Kentucky, Inc., Delta Natural Gas Company, Inc. (Delta), and Louisville Gas and Electric Company (LG&E).

## Gas Cost Adjustments for Kentucky's Five Major LDC's



PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,  
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY  
Docket No. D-21-09  
PPL Corporation and PPL Rhode Island Holdings, LLC's  
Responses to Division's Fifth Set of Data Requests  
Issued on August 6, 2021

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Division 5-22

Request:

Referencing PPL's response to DIV 3-21, Attachment PPL-DIV 3-21-2 at page 24 of 24, please provide comparable data for Key Performance Indicators for the Narragansett gas system for each year such data are available.

Response:

PPL and PPL RI refer to the response of National Grid USA and The Narragansett Electric Company to data request Division 5-22.

Division 5-23

Request:

Referencing PPL's response to DIV 3-23, Attachment 3-23-2, please:

- a. Detail the parameters of each of the Gas Supply Cost Performance-Based Ratemaking programs for which activity is shown in dollar terms;
- b. For each program identified in Attachment 3-23-2, show both the dollar amounts of performance-based incentives provided to LG&E for each period as well as the dollar amounts of customer savings and update the data presented in Attachment 3-23-2 through at least March 2021; and
- c. For each of the time periods shown in Attachment 3-23-2, and on an actual basis through March 2021, provide comparable detail regarding Narragansett's savings and incentive amounts as a result of the Gas Procurement Incentive Plan and Natural Gas Portfolio Management Plan.

Response:

- a. LG&E's Performance Based Rate Mechanism ("PBR Mechanism") includes three components: (1) the Gas Acquisition Index Factor ("GAIF"), (2) the Transportation Index Factor ("TIF"), and (3) the Off-System Sales Index Factor ("OSSIF"). Each of those components is summarized below and described in greater detail in Attachment PPL-DIV 5-23-1, which is a copy of the PBR Mechanism tariff sheets.

The GAIF component of the PBR Mechanism benchmarks LG&E's actual commodity costs against a calculated benchmark representative of the market price of gas by using various industry-recognized price indices as applied to total actual purchase volumes. The GAIF benchmark is calculated monthly and reflective of the fact that LG&E purchases natural gas supplies from different supply zones on different pipelines at various times under a variety of pricing arrangements.

The TIF component of the PBR Mechanism benchmarks LG&E's actual monthly pipeline transportation costs against the transportation tariff rates filed with and approved by the Federal Energy Regulatory Commission ("FERC") by either Texas Gas Transmission, LLC or Tennessee Gas Pipeline Company, LLC as applicable.

The OSSIF component of the PBR Mechanism benchmarks LG&E's off-system sales against the out-of-pocket costs incurred by LG&E to make such sales.

The savings or expenses under all components of the mechanism are calculated each month and summed at the end of the 12-month (November through October) PBR Year to determine the net savings or expenses for the year. After the net savings or expenses are calculated for the PBR Year, the amount of net savings allocated to customers and the company are determined based on the sharing mechanism described in the PBR Mechanism Tariff. Under the current sharing mechanism, customers are allocated 70% and LG&E is allocated 30% of the savings up to an amount that equals 4.6% of LG&E's actual gas costs for the PBR Year. Any incremental savings created by LG&E above 4.6% of its actual gas costs are shared 50% by customers and 50% by LG&E.

- b. Please see Attachment PPL-DIV 5-23-2, which is a chart showing the total savings listed in Attachment PPL-DIV 3-23-2 allocated between LG&E's customers and LG&E. As described in the response to subpart (a) above, net savings or expenses cannot be determined for a PBR Year until the end of the PBR Year. LG&E is not required to file an annual report with the Kentucky Commission for PBR Year 24 for the time period from November 2020 through October 2021 until 60 days after the end of the PBR Year. Accordingly, PPL and PPL RI cannot show both the dollar amounts of performance-based incentives provided to LG&E for each period as well as the dollar amounts of customer savings and update the data presented in Attachment 3-23-2 through March 2021.
- c. PPL and PPL RI refer to National Grid USA and The Narragansett Electric Company's response to subpart (c) of data request Division 5-23.

## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 87

### Adjustment Clause

### PBR

### Experimental Performance Based Rate Mechanism

#### APPLICABLE

To all gas sold.

#### RATE MECHANISM

The monthly amount computed under each of the rate schedules to which this Performance Based Ratemaking Mechanism is applicable shall be increased or decreased by the Performance Based Rate Recovery Component (**PBRR**) at a rate per 100 cubic feet (Ccf) of monthly gas consumption. Demand costs and commodity costs shall be accumulated separately and included in the Pipeline Supplier's Demand Component and the Gas Supply Cost Component of the Gas Supply Clause (GSC), respectively. The PBRR shall be determined for each 12-month period ended October 31 during the effective term of this experimental performance based ratemaking mechanism, which 12-month period shall be defined as the PBR period.

The PBRR shall be computed in accordance with the following formula:

$$\text{PBRR} = \frac{\text{CSPBR} + \text{BA}}{\text{ES}}$$

Where:

**ES** = Expected Ccf sales, as reflected in Company's GSC filing for the upcoming 12-month period beginning February 1.

**CSPBR** = Company Share of Performance Based Ratemaking Mechanism savings or expenses. The CSPBR shall be calculated as follows:

$$\text{CSPBR} = \text{TPBRR} \times \text{ACSP}$$

Where:

**TPBRR** = Total Performance Based Ratemaking Results. The TPBRR shall be savings or expenses created during the PBR Period. TPBRR shall be calculated as follows:

$$\text{TPBRR} = (\text{GAIF} + \text{TIF} + \text{OSSIF})$$

Where:

**GAIF** = Gas Acquisition Index Factor. The GAIF shall be calculated by comparing the total annual Benchmark Gas Costs (**BGC**) for system supply natural gas purchases for the PBR period to the total annual Actual Gas Costs (**AGC**) for system supply natural gas purchases during the same period to determine if any Shared Expenses or Shared Savings exist.

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

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Public Service Commission in Case No.  
2018-00295 dated April 30, 2019**

## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 87.1

### Adjustment Clause

### PBR

### Experimental Performance Based Rate Mechanism

The BGC shall include the benchmark component as follows:

$$\text{BGC} = \text{TABMGCC}$$

Where:

**TABMGCC** represents the Total Annual Benchmark Gas Commodity Costs and is the annual sum of the monthly Benchmark Gas Commodity Costs (**BMGCC**) of gas purchased for system supply; and

**BMGCC** represents Benchmark Gas Commodity Costs and shall be calculated on a monthly basis and accumulated for the PBR period. BMGCC shall be calculated as follows:

$$\text{BMGCC} = \text{Sum } \{[\text{SZFQE}\%i \times (\text{APV} - \text{PEFDCQ}) \times \text{SAI}i]\} + [\text{PEFDCQ} \times \text{DAI}]$$

Where:

**SZFQE%** is the Supply Zone Firm Quantity Entitlement Percentage derived from Company's firm seasonal entitlements by pipeline and by zone for which indices are posted. The seasonal percentages represent the pro-rata portion of Company's firm lateral and mainline receipt point quantity entitlements by zone for each transportation contract by pipeline.

**i** represents each supply area.

**APV** is the actual purchased volumes of natural gas for system supply for the month. The APV shall include purchases necessary to cover retention volumes required by the pipeline as fuel.

**PEFDCQ** are the Purchases In Excess of Firm Daily Contract Quantities delivered to Company's city gate. Firm Daily Contract Quantities are the maximum daily contract quantities which Company can deliver to its city gate under its various firm transportation agreements and arrangements.

**SAI** is the Supply Area Index factor to be established for each supply area in which Company may have firm transportation entitlements used to transport its natural gas purchases and for which price postings are available. The five supply areas are TGT-SL (Texas Gas Transmission - Zone SL), TGT-1 (Texas Gas Transmission - Zone 1), TGT-4 (Texas Gas Transmission - Zone 4), TGPL-0 (Tennessee Gas Pipeline - Zone 0), and TGPL-1 (Tennessee Gas Pipeline - Zone 1).

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Louisville, Kentucky

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Public Service Commission in Case No.  
2014-00476 dated June 30, 2015

## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 87.2

### Adjustment Clause

### PBR

### Experimental Performance Based Rate Mechanism

The monthly SAI for TGT-SL, TGT-1, TGT-4, TGPL-0 and TGPL-1 shall be calculated using the following formula:

$$SAI = [I(1) + I(2) + I(3)] / 3$$

Where:

I represents each index reflective of both supply area prices and price changes throughout the month in these various supply areas.

The indices for each supply zone are as follows:

#### SAI (TGT-SL)

I(1) is the average of weekly *Natural Gas Week* Gas Price Report postings for Louisiana, Gulf Coast, Onshore as Delivered to Pipeline.

I(2) is the *Platts Gas Daily* midpoint postings for Louisiana/Southeast, Tx. Gas, zone SL averaged for the month.

I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for Louisiana/Southeast, Texas Gas, zone SL.

#### SAI (TGT-1)

I(1) is the average of weekly *Natural Gas Week* Gas Price Report postings for Louisiana, North as Delivered to Pipeline.

I(2) is the *Platts Gas Daily* midpoint postings for Louisiana/Southeast, Tx. Gas, zone 1 averaged for the month.

I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for Louisiana/Southeast, Texas Gas, zone 1.

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**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.  
2019-00437 dated October 26, 2020**



## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 87.3**

**Adjustment Clause**

**PBR**

**Experimental Performance Based Rate Mechanism**

**SAI (TGT-4)**

I(1) is the average of weekly *Natural Gas Week* postings for Spot Prices for Appalachia, Lebanon Hub.

I(2) is the *Platts Gas Daily* midpoint postings for Appalachia, Lebanon Hub averaged for the month.

I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for Appalachia, Lebanon Hub.

**SAI (TGPL-0)**

I(1) is the average of weekly *Natural Gas Week* Gas Price Report postings for Texas, Central, Onshore Delivered to Pipeline.

I(2) is the *Platts Gas Daily* midpoint postings for East Texas, Tennessee, zone 0 averaged for the month.

I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for East Texas, Tennessee, zone 0.

**SAI (TGPL-1)**

I(1) is the average of weekly *Natural Gas Week* Gas Price Report postings for Louisiana, Gulf Coast, Onshore as Delivered to Pipeline.

I(2) is the *Platts Gas Daily* midpoint postings for Louisiana/Southeast, Tennessee, 500 Leg averaged for the month.

I(3) is the *Platts Inside FERC's Gas Market Report* first-of-the-month posting for Louisiana/Southeast, Tennessee, Louisiana, 500 Leg.

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Louisville, Kentucky

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2019-00437 dated October 26, 2020**

## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 87.4

### Adjustment Clause

### PBR

### Experimental Performance Based Rate Mechanism

#### DAI (TGT-4) and (TGPL-2)

**DAI** is the Delivery Area Index to be established for **PEFDCQ** made by Company on the day(s) when Company has arranged for deliveries to Company's city gate that are in excess of its total firm pipeline quantity entitlements.

The daily DAI applicable to the daily purchases made for city-gate delivery shall be the lower of the following DAI in which Company holds firm capacity at the time such city-gate deliveries are made:

$$\text{DAI} = \text{DAI (TGT-SL)} / (1 - \text{FR\%(TGT)}) + \text{CCS(TGT)} + \text{DDCS(TGT)}$$

or

$$\text{DAI} = \text{DAI (TGT-1)} / (1 - \text{FR\%(TGT)}) + \text{CCS(TGT)} + \text{DDCS(TGT)}$$

or

$$\text{DAI} = \text{DAI (TGT-4)} / (1 - \text{FR\%(TGT)}) + \text{CCS(TGT)} + \text{DDCS(TGT)}$$

or

$$\text{DAI} = \text{DAI (TGPL-0)} / (1 - \text{FR\%(TGPL)}) + \text{CCS(TGPL)} + \text{DDCS(TGPL)}$$

or

$$\text{DAI} = \text{DAI (TGPL-1)} / (1 - \text{FR\%(TGPL)}) + \text{CCS(TGPL)} + \text{DDCS(TGPL)}$$

Where:

**DAI (TGT-SL)** represents the *Platts Gas Daily* midpoint posting for Louisiana/Southeast, Tx. Gas, zone SL.

**DAI (TGT-1)** represents the *Platts Gas Daily* midpoint posting for Louisiana/Southeast, Tx. Gas, zone 1.

**DAI (TGT-4)** represents the *Platts Gas Daily* midpoint posting for Appalachia, Lebanon Hub.

**DAI (TGPL-0)** represents the *Platts Gas Daily* midpoint posting for East Texas, Tennessee, zone 0.

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State Regulation and Rates  
Louisville, Kentucky

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2019-00437 dated October 26, 2020**

## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 87.5

Adjustment Clause

PBR

Experimental Performance Based Rate Mechanism

### DAI (TGT-4) and (TGPL-2) (continued)

**DAI (TGPL-1)** represents the *Platts Gas Daily* midpoint posting for Louisiana/Southeast, Tennessee, 500 Leg.

**FR%(TGT)** is the applicable tariffed Fuel Retention Percentage under Texas Gas Transmission, LLC's Rate NNS for the zone of receipt to LG&E.

**CCS(TGT)** are the applicable tariffed NNS Commodity Charge and Surcharges under Texas Gas Transmission, LLC's Rate NNS for the zone of receipt to LG&E.

**DDCS(TGT)** are the applicable tariffed Daily Demand Charge and Surcharges under Texas Gas Transmission, LLC's Rate NNS for the zone of receipt to LG&E.

**FR%(TGPL)** is the applicable tariffed Fuel Retention Percentage under Tennessee Gas Pipeline Company, LLC's Rate FT-A for the zone of receipt to LG&E.

**CCS(TGPL)** are the applicable tariffed FT-A Commodity Charge and Surcharges under Tennessee Gas Pipeline Company, LLC's Rate FT-A for the zone of receipt to LG&E.

**DDCS(TGPL)** are the applicable tariffed Daily Demand Charge and Surcharges under Tennessee Gas Pipeline Company, LLC's Rate FT-A for the zone of receipt to LG&E.

If an index ceases to exist or fails to report, the Company may use a suitable replacement index and report that change in writing to the Commission in the applicable annual report. If the Company elects not to select a replacement index, the average is adjusted accordingly.

**AGC** represents Company's total annual Actual Gas Costs of natural gas purchased for system supply and is equal to the total monthly actual gas commodity costs (excluding any supply reservation fees) plus the gains and/or losses from the use of financial hedging instruments and the financial transaction costs associated with such instruments paid by Company to its suppliers accumulated for the PBR period. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

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**DATE OF ISSUE:** July 20, 2021

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On and After November 1, 2020

**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.  
2019-00437 dated October 26, 2020**

## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 87.6

### Adjustment Clause

### PBR

### Experimental Performance Based Rate Mechanism

To the extent that AGC exceeds BGC for the PBR period, then the GAIF Shared Expenses shall be computed as follows:

$$\text{Shared Expenses} = \text{AGC} - \text{BGC}$$

To the extent that AGC is less than BGC for the PBR period, then the GAIF Shared Savings shall be computed as follows:

$$\text{Shared Savings} = \text{BGC} - \text{AGC}$$

### TIF

**TIF** = Transportation Index Factor. The Transportation Index Factor shall be calculated by comparing the Total Annual Benchmark Monthly Gas Transportation Costs (**TABMGTC**) of natural gas transportation services during the PBR period, to the Total Annual Actual Gas Transportation Costs (**TAAGTC**) applicable to the same period to determine if any Shared Expenses or Shared Savings exist.

The Total Annual Benchmark Monthly Gas Transportation Costs (**TABMGTC**) are calculated as follows:

$$\text{TABMGTC} = \text{Annual Sum of Monthly BMGTC}$$

Where:

**BMGTC** is the Benchmark Monthly Gas Transportation Costs which include both demand and volumetric costs associated with natural gas pipeline transportation services. The BMGTC shall be accumulated for the PBR period and shall be calculated as follows:

$$\text{BMGTC} = \text{Sum} [\text{BM(TGT)} + \text{BM(TGPL)} + \text{BM(PPL)}]$$

Where:

**BM(TGT)** is the benchmark associated with Texas Gas Transmission, LLC.

**BM(TGPL)** is the benchmark associated with Tennessee Gas Pipeline Company, LLC.

**BM(PPL)** is the benchmark associated with a proxy pipeline. The appropriate benchmark, which will be determined at the time of purchase, will be used to benchmark purchases of transportation capacity from non-traditional sources.

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State Regulation and Rates  
Louisville, Kentucky

Issued by Authority of an Order of the  
Public Service Commission in Case No.  
2019-00437 dated October 26, 2020

## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 87.7**

### **Adjustment Clause**

### **PBR**

### **Experimental Performance Based Rate Mechanism**

The benchmark associated with each pipeline shall be calculated as follows:

$$\mathbf{BM(TGT)} = (\mathbf{TPDR} \times \mathbf{DQ}) + (\mathbf{TPCR} \times \mathbf{AV}) + \mathbf{S\&DB}$$

$$\mathbf{BM(TGPL)} = (\mathbf{TPDR} \times \mathbf{DQ}) + (\mathbf{TPCR} \times \mathbf{AV}) + \mathbf{S\&DB}$$

$$\mathbf{BM(PPL)} = (\mathbf{TPDR} \times \mathbf{DQ}) + (\mathbf{TPCR} \times \mathbf{AV}) + \mathbf{S\&DB}$$

Where:

**TPDR** is the applicable Tariffed Pipeline Demand Rate.

**DQ** is the Demand Quantities contracted for by Company from the applicable transportation provider.

**TPCR** is the applicable Tariffed Pipeline Commodity Rate.

**AV** is the Actual Volumes delivered at Company's city-gate by the applicable transportation provider for the month.

**S&DB** represents Surcharges, Direct Bills and other applicable amounts approved by the Federal Energy Regulatory Commission (FERC). Such amounts are limited to FERC-approved charges such as surcharges, direct bills, cashouts, take-or-pay amounts, Gas Supply Realignment and other Order 636 transition costs.

The Total Annual Actual Gas Transportation Costs (**TAAGTC**) paid by Company for the PBR period shall include both demand and volumetric costs associated with natural gas pipeline transportation services as well as all applicable FERC-approved surcharges, direct bills and cash-outs included in S&DB, plus the gains and/or losses from the use of financial hedging instruments and the financial transaction costs associated with such instruments. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

To the extent that TAAGTC exceeds TABMGTC for the PBR period, then the TIF Shared Expenses shall be computed as follows:

$$\mathbf{Shared\ Expenses = TAAGTC - TABMGTC}$$

To the extent that TAAGTC is less than TABMGTC for the PBR period, then the TIF Shared Savings shall be computed as follows:

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## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 87.8

Adjustment Clause

PBR

Experimental Performance Based Rate Mechanism

**Shared Savings = TABMGTC - TAAGTC**

Should one of Company's pipeline transporters file a rate change effective during any PBR period and bill such proposed rates subject to refund, the period over which the benchmark comparison is made for the relevant transportation costs will be extended for one or more 12-month periods, until the FERC has approved final settled rates, which will be used as the appropriate benchmark. Company will not share in any of the savings or expenses related to the affected pipeline until final settled rates are approved.

### OSSIF

**OSSIF** = Off-System Sales Index Factor. The Off-System Sales Index Factor shall be equal to the Net Revenue from Off-System Sales (**NR**).

Net Revenue is calculated as follows:

**NR = OSREV - OOPC**

Where:

**OSREV** is the total revenue associated with off-system sales and storage service transactions.

**OOPC** is the out-of-pocket costs associated with off-system sales and storage service transactions, and shall be determined as follows:

**OOPC = OOPC(GC) + OOPC(TC) + OOPC(SC) + OOPC(UGSC) + Other Costs**

Where:

**OOPC(GC)** is the Out-of-Pocket Gas Costs associated with off-system sales transactions. For off-system sales utilizing Company's firm supply contracts, the OOPC(GC) shall be the incremental cost to purchase the gas available under Company's firm supply contracts. For off-system sales not using Company's firm supply contracts, the OOPC(GC) shall be the incremental costs to purchase the gas from other entities.

**OOPC(TC)** is the Out-of-Pocket Transportation Costs associated with off-system sales transactions. For off-system sales utilizing Company's firm transportation agreements, the OOPC(TC) shall be the incremental cost to use the transportation available under Company's firm transportation contracts. For off-system sales not using Company's firm transportation agreements, the OOPC(TC) shall be the incremental costs to purchase the transportation from other entities.

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## Louisville Gas and Electric Company

P.S.C. Gas No. 13, Original Sheet No. 87.9

### Adjustment Clause

### PBR

#### Experimental Performance Based Rate Mechanism

**OOPC(SC)** is the Out-of-Pocket Storage Costs associated with off-system sales of storage. If this is gas in Company's own storage it shall be priced at the average price of the gas in Company's storage during the month of the sale. If this is gas from the storage component of Texas Gas's No-Notice Service, this gas shall be priced at the replacement cost.

**OOPC(UGSC)** is the Out-of-Pocket Underground Storage Costs associated with off-system sales of storage services. For the off-systems sales of storage services utilizing Company's on-system storage, the OOPC(UGSC) shall include incremental storage losses, odorization, and other fuel-related costs such as purification, dehydration, and compression. Such costs shall exclude labor-related expenses.

**Other Costs** represent all other incremental costs and include, but are not limited to, costs such as applicable sales taxes and excise fees plus the gains and/or losses from the use of financial hedging instruments and the transaction costs associated with such instruments. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

Off-system sales and storage service transactions made for operational or administrative reasons are not subject to benchmarking under the OSSIF component of the PBR mechanism.

### ACSP

**ACSP** = Applicable Company Sharing Percentage. The ACSP shall be determined based on the PTAGSC.

Where:

**PTAGSC** = Percentage of Total Actual Gas Supply Costs. The PTAGSC shall be the TPBRR stated as a Percentage of Total Actual Gas Supply Costs and shall be calculated as follows:

$$\text{PTAGSC} = \frac{\text{TPBRR}}{\text{TAGSC}}$$

Where:

**TAGSC** = Total Actual Gas Supply Costs. The TAGSC shall be calculated as follows:

$$\text{TAGSC} = \text{AGC} + \text{TAAGTC}$$

If the absolute value of the PTAGSC is less than or equal to 4.6%, then the ACSP of 30% shall be applied to TPBRR to determine CSPBR. If the absolute value of the PTAGSC is greater than 4.6%, then the ACSP of 30% shall be applied to the amount of TPBRR that is equal to 4.6% of TAGSC to determine a portion of CSPBR, and the ACSP of 50% shall be applied to the amount of TPBRR that is in excess of 4.6% of TAGSC to determine a portion of CSPBR. These two portions are added together to produce the total CSPBR.

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## Louisville Gas and Electric Company

**P.S.C. Gas No. 13, Original Sheet No. 87.10**

### **Adjustment Clause**

### **PBR**

### **Experimental Performance Based Rate Mechanism**

### **BA**

**BA** = Balance Adjustment. The BA is used to reconcile the difference between the amount of revenues billed or credited through the CSPBR and previous application of the BA and revenues which should have been billed or credited, as follows:

1. For the CSPBR, the balance adjustment amount will be the difference between the amount billed in a 12-month period from the application of the CSPBR and the actual amount used to establish the CSPBR for the period.
2. For the BA, the balance adjustment amount will be the difference between the amount billed in a 12-month period from the application of the BA and the actual amount used to establish the BA for the period.

### **Term**

Company's PBR mechanism as modified herein shall be extended beginning November 1, 2020, through September 1, 2021, or as otherwise extended by the Commission.

For the sole purpose of calculating the sharing of any savings or expenses, and in order to preserve the original intent of this mechanism to evaluate gas supply costs over a full contracting cycle, the term "annual" as used herein shall include the initial extension period of November 1, 2020, through September 1, 2021, and any Commission-authorized extensions (whether month-to-month or otherwise) up to and including through October 31 of each PBR period (or any subsequent extension for a PBR period or portion thereof). Company shall file a report (including the sharing of any savings or expenses) within sixty (60) days of the end of each such PBR period and reflect those results in the next Gas Supply Clause filing. The recovery (or refund) of such savings (or expenses) shall survive the modification or termination of this mechanism.

### **Review**

No later than January 31, 2021, Company shall file an evaluation report on the results and any sharing of savings or expenses of the PBR mechanism for the year ended October 31, 2020, and an update on any savings or expenses by PBR component for November and December 2020 under this modified PBR mechanism. In that report, Company will include any recommendations to the modified PBR mechanism.

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2021-00028 dated February 9, 2021**



Louisville Gas and Electric Company  
Allocation of PBR Savings to Customers and LG&E  
PBR Years 19 through 23

PBR Year	Period	Customer Allocation	LG&E Allocation	Total Savings
19	November 2015 through October 2016	\$2,651,816	\$1,200,441	\$3,852,257
20	November 2016 through October 2017	\$2,770,344	\$1,095,967	\$3,866,311
21	November 2017 through October 2018	\$3,865,848	\$1,996,732	\$5,862,580
22	November 2018 through October 2019	\$4,432,832	\$2,712,485	\$7,145,317
23	November 2019 through October 2020	\$3,630,056	\$2,402,345	\$6,032,401

PPL CORPORATION, PPL RHODE ISLAND HOLDINGS, LLC,  
NATIONAL GRID USA, and THE NARRAGANSETT ELECTRIC COMPANY

Docket No. D-21-09

PPL Corporation and PPL Rhode Island Holdings, LLC's

Responses to Division's Fifth Set of Data Requests

Issued on August 6, 2021

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Division 5-24

Request:

Please identify and explain the primary differences between the billing software systems presently used by PPL and those used by National Grid to bill gas service for each Narragansett gas rate schedule.

Response:

There are no differences between the billing software systems that PPL and PPL RI plan to use to bill Narragansett customers for gas service after the Transaction and the software systems that National Grid USA currently uses to bill gas service for each Narragansett gas rate schedule. In Rhode Island, PPL and PPL RI plan to use the Customer/1 billing software developed by Accenture, which PPL Electric Utilities Corporation ("PPL Electric") currently uses to bill its customers. National Grid also uses the Customer/1 billing software developed by Accenture for its Rhode Island gas customers. During the transition period after the Transaction closes, PPL and PPL RI will need to transfer the Rhode Island customers onto its billing software and make certain changes to address Rhode Island specific regulatory requirements. These regulatory requirements include, but are not limited to, billing frequency, information to be provided on bills, payment assistance offerings, and procedures for termination for non-payment. PPL Rhode Island anticipates using the Customer/1 billing software developed by Accenture to bill all Narragansett electric and gas rate classes after the Transaction closes.

Currently, Louisville Gas & Electric Company ("LG&E") and Kentucky Utilities Company ("KU") use SAP's ERP Central Component ("ECC") billing software for both electric and gas customers. Although this is a different billing software system, PPL and PPL RI have not assessed the specific differences between ECC and the Customer/1 billing software developed by Accenture because PPL and PPL RI do not plan to use the ECC software system in Rhode Island.