

RECEIVED

MAR 08 1993

PUBLIC SERVICE  
COMMISSION



Louisville Gas and Electric Company  
820 West Broadway  
P.O. Box 32020  
Louisville, Kentucky 40232

WRITTEN CONSENT

This Written Consent ("Agreement") is entered into this 23 day of February, 1993 between Louisville Gas and Electric Company, a public utility engaged in the business of providing gas and electric service (hereinafter "LG&E") and Derby Lane Mobile Home and R.V. Park located at 2714 S 7th St. in Jefferson County, Kentucky and an electric customer of LG&E (hereinafter "Derby").

WITNESSETH:

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

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

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

1. Resale of Electric Energy.

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

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 7 1993

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Sharon Helle  
PUBLIC SERVICE COMMISSION MANAGER

A SUBSIDIARY OF  
LG&E ENERGY



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

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

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

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

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

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

Please indicate your choice of billing method: (1) , or (2) .

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

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 7 1993

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER



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

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

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

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

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

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 7 1993

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Shirley Deller  
PUBLIC SERVICE COMMISSION MANAGER  
A SUBSIDIARY OF  
LG&E ENERGY



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

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

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

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

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 7 1993

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Sharon Deller  
PUBLIC SERVICE COMMISSION MANAGER

A SUBSIDIARY OF  
LG&E ENERGY



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

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

LOUISVILLE GAS AND ELECTRIC

DERBY LANE MOBILE HOME & RV PK

BY: T.K. Alexander

BY: Donald M. Yhul

TITLE: UK Accounts Rep I

TITLE: Manager

DATE: 2-23-93

DATE: 2-23-95

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 7 1993

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Shirley Della  
PUBLIC SERVICE COMMISSION MANAGER