

DANNY CLEMENS, DIRECTOR
TRACY PARSLEY, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
GEORGE BROCK, ENERGY MANAGER

DEPARTMENT OF FACILITIES

MEMO

TO: Dr. Jesse Bacon, Superintendent
FROM: Danny Clemens, Director of Facilities
Date: April 14, 2025
RE: LG&E Business Demand Response Program Agreement **DC**

The request is to participate in LG&E's Business Demand Response program. This program provides a customized energy-reduction plan at no additional cost, to help reduce our facility's energy load and earn monetary incentives in return. Participation in the program can earn back \$50 per kW-year and projected savings will be \$22,5000 annually.

I recommend approval of this request.

Attached paperwork is listed below with *action items* noted for each:

- *Business Demand Response Program Agreement (Signature needed pg 2)*

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

AGREEMENT FOR THE ENERGY EFFICIENCY BUSINESS DEMAND RESPONSE PROGRAM

This Agreement is made effective on the 1st day of November, 2025 by and between LOUISVILLE GAS and ELECTRIC COMPANY ("Company") and BULLITT COUNTY BOARD OF EDUCATION ("Customer") (Company and Customer referred to collectively as "Parties" and each individually as "Party").

Program Description. Participants in the Company's Business Demand Response Program ("Program") agree to help reduce the Company's demand when system-wide demand for electricity is high or system reliability is at risk. Participation in the Program requires Customer to reduce their individual energy load in accordance with an outlined Customer-specific load reduction process or by utilizing onsite generation sources during the Program Event to achieve the Customer's Nominated Capacity. The Program Event period shall be set by Company and in accordance with the terms and conditions contained in the applicable provisions of the Company's tariff. The Company's tariff terms and conditions and applicable rate schedule, rider(s) and adjustment mechanism(s), as from time to time approved by and on file with the Public Service Commission of Kentucky, are made part of this agreement as if fully written herein.

Summary of Key Program Rules.

The Program Event is the period determined by Company's generation dispatch team during which load reduction is necessary from participants within the Program. A single event is expected to last a minimum of four (4) hours and a maximum of eight (8) hours, not to exceed more than one (1) event per day, and an aggregate of one hundred (100) hours in a Term. The Company will provide an Event Notification a minimum of sixty (60) minutes in advance of a Program Event. Prior to the beginning of each Term, the Customer shall provide a Nominated Capacity, which will represent their designated load reduction capacity, in kW, during a Program Event. Upon receiving an Event Notification, the Customer will have an opportunity to opt out of participating in that Program Event.

A Capacity Payment will be made to Customer in an amount equal to the incentive rate multiplied by the Customer's calculated Delivered Capacity during a Program Event, averaged over the Program Events during the Term, and capped at 100% of the Customer's Nominated Capacity. Delivered Capacity will be Customer's calculated performance during each Program Event with respect to the Customer Baseline, subject to Company approval. A Customer's Baseline is determined by calculating the average of the five (5) most energy intensive days over the ten (10) business days preceding the event.

Notwithstanding the foregoing, Customer will receive payment only in those Term(s) in which there is at least one Program Event called and following the completion of the full Term. Customers who have opted out of a Program Event will receive no payment for that Program Event. All payments shall be associated with Customer's participation in the Program after the Term is over and the Delivered Capacity has been verified. All payments shall be made within forty-five (45) days following the end of the Term.

Term. This Agreement shall be effective for a one (1) year term, starting on the effective date. The Agreement shall automatically extend for additional one (1) year terms unless terminated sooner by either Party giving thirty (30) days' prior written notice to the other Party. Company may also terminate this Agreement at any time if Customer elects to opt-out of three (3) consecutive Program Events or demonstrates a zero (0) kW reduction during three (3) consecutive Program Events.

Software and Data Acquisition. Company will install, own, operate, and maintain the metering equipment of its choice that is suitable to generate interval data. Software (and hardware) to access the interval data will be installed by Company, via its contracted third-party vendor. Installation may take up to one hundred twenty (120) days should inventory not be readily available for installation.

Indemnification. Customer shall indemnify, defend, and hold harmless Company from any loss, damage, or expense (including, but not limited to, attorney's fees) incurred by reason of injury or death of any person whomsoever, or damage to any property whatsoever, resulting from, or arising out of, any matter related to this Agreement. Customer's obligations under this section shall not apply if the loss, damage, expense resulting from injury or death of any person or damage to property is a result of negligent act of Company or its employee(s).

Representations and Warranties. Customer agrees that it will not use data made available in a manner that could result in or create an unsafe condition of any kind should the data signal from Company's metering equipment be lost or inaccurate for any reason whatsoever. Customer further agrees that any installation, operation, maintenance, repair, replacement, or removal of Customer installed equipment will not interfere with Company's access to or operation and maintenance of its facilities or equipment. Company makes no warranty, express or implied, as to the safety, durability, reliability or continued operation of the meter or associated equipment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by these duly authorized representatives.

LOUISVILLE GAS and ELECTRIC COMPANY

BULLITT COUNTY BOARD OF EDUCATION

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

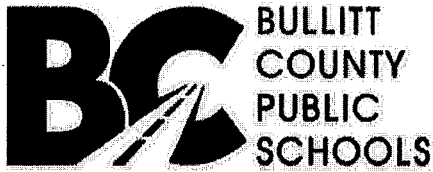
Date: _____

Site Address and Contact Details Attachment

Customer will have the option to update the Nominated Capacity before the start of a new Term. Site Contact Details should be updated as the changes occur.

Contract Account Number	Meter Number	Site Address	Nominated Capacity (kW)
300007268059	901935	4682 N PRESTON HWY, SHEPHERDSVILLE KY	50
300008049615	800062	797 Old Preston Hwy, SHEPHERDSVILLE KY	50
300009032420	882917	3300 E HEBRON LN, SHEPHERDSVILLE KY	50
300009139720	800050	527 W BLUE LICK RD LOT 00, SHEPHERDSVILLE KY	50
300009279468	882916	269 WATER ST, MOUNT WASHINGTON KY	50
300012729228	814582	651 OVERDALE DR, LOUISVILLE KY	50
300016249645	933061	156 ERIN CIR, MOUNT WASHINGTON KY	50
300017558275	800060	3300 E HEBRON LN, SHEPHERDSVILLE KY	50
300039452184	800048	555 W BLUE LICK RD NEW GEAR, SHEPHERDSVILLE KY	50

	Primary Site Contact Details	Secondary Site Contact Details	Alternate Site Contact Details
First and Last Name	George Brock		
Phone Number	(502) 931-6183		
Alternate Phone Number			
Email Address	george.brock@bullitt.kyschools.us		
Other Details			



Brock, George <george.brock@bullitt.kyschools.us>

Enel Follow Up // Thank You!

3 messages

Stoker, Christopher (Enel North America - USA)

<christopher.stoker@enel.com>

Tue, Mar 11,
2025 at 3:34 PM

To: "Brock, George" <george.brock@bullitt.kyschools.us>

Cc: "Miles, Justin" <Justin.Miles@lge-ku.com>, "Williams, Owln" <Owln.Williams@lge-ku.com>

INTERNAL

Hi George-

Thanks again for your time last week. As discussed, I will summarize the program, high level opportunity and next steps moving forward.

LGE-KU has recently partnered with my company, Enel, to offer a program called demand response to its customers. Demand response provides advanced warning of any power grid instability and incentives large, local energy users to be on standby and temporarily reduce their electrical draw or switch to alternative generation if there is a potential threat to the grid, such as a black-out. The program is free to join, carries no risk of penalties, provides free real time monitoring software and significant payments to those enrolled.

- **Annual Payments:** Bullitt County BOE will be paid for participation in the program (\$50 per kW-year). Based on our conversations and review of the available data; Bullitt County BOE is projected to earn \$22.5k annually (450kW nomination). Updated attached list included in the presentation / agreement.

- **Advanced Warning of Potential Grid Emergencies:** Bullitt County BOE will be provided with advanced notification of potential grid emergencies (60 minutes minimum notification lead time).
- **Sustainability:** Through participation, Bullitt County BOE will be helping the local community experience several sustainability benefits, including:
 - Greener Peak Capacity
 - Improved Renewables Integration
 - Improved Grid Reliability
- **Free Real-Time Interval Meters:** LGE-KU installs energy monitoring equipment at no cost. Customers can access the data for Demand Response events and for other energy management activities.
- **Zero Cost:** Cash Flow is always one way, from LGE-KU to Bullitt County BOE.
- **No Risk (Penalties):** Bullitt County BOE remains in controls of their operations at all times and there are no penalties for under or non-performance (payments simply reflect performance).

In terms of next steps, please pass this material along to your Board and let me know when you think we can expect approval / signature. Please do not hesitate to reach out with any questions in the meantime.

Thanks again!

Chris

Chris Stoker

Business Development Manager