

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

GENERAL ADJUSTMENT IN ELECTRIC )  
RATES OF KENTUCKY POWER COMPANY ) CASE NO. 9061

ORDER ON REMAND

On October 28, 1988, the Franklin Circuit Court entered an Agreed Order on Remand (Appendix A hereto) which: (1) approved a Settlement Agreement terminating Kentucky Power Company's ("Kentucky Power") appeal from the Commission's December 4, 1984 rate Order; and (2) remanded this case to the Commission with directions to implement new rates in accordance with the Settlement Agreement. The Settlement Agreement was entered into by all parties to that appeal: Kentucky Power; the Attorney General's Office, Utility and Rate Intervention Division; Kentucky Industrial Utility Customers; Concerned Citizens of Martin County; and the Commission.

The Settlement Agreement provides that Kentucky Power is precluded from seeking retroactive recovery of any revenue denied by the Commission's December 4, 1984 rate Order. Starting November 1, 1988, Kentucky Power is entitled to a revenue increase of \$16 million annually to recover its expenses for the Hanging Rock-Jefferson transmission line and the purchase of power from Rockport Unit No. 1. Further, when Kentucky Power starts purchasing power from Rockport Unit No. 2, which is anticipated to

be December 1989, a second revenue increase of \$14 million annually will be implemented. However, this second revenue increase may be less due to certain conditions and contingencies fully described in the Settlement Agreement. No additional revenue increases will be authorized prior to April 1, 1991.

Based on the directive of the Franklin Circuit Court, the Commission is of the opinion and hereby finds that Kentucky Power should be authorized to implement new rates designed to produce the revenue adjustments provided for in the Settlement Agreement.

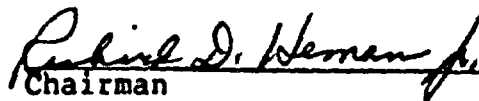
IT IS THEREFORE ORDERED that:

1) Kentucky Power be and it hereby is authorized to implement new rates in accordance with the terms of the Settlement Agreement.

2) Kentucky Power shall file by October 31, 1988 new tariffs, to be effective for service rendered on and after November 1, 1988, reflecting rates designed to produce additional revenue of \$16 million annually, and supporting workpapers.

Done at Frankfort, Kentucky, this 28th day of October, 1988.

PUBLIC SERVICE COMMISSION

  
Chairman

  
Vice Chairman

ATTEST:

\_\_\_\_\_  
Executive Director

  
Commissioner

FRANKLIN CIRCUIT COURT  
CIVIL ACTION NO. 84-CI-1760  
DIVISION II

KENTUCKY POWER COMPANY

PLAINTIFF

VS.

AGREED ORDER ON REMAND

**FILED**

KENTUCKY PUBLIC SERVICE  
COMMISSION, ET AL.

OCT 28 1988

DEFENDANTS

FRANKLIN CIRCUIT COURT  
JANICE MARSHALL, CLERK

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This cause having come before the Court upon remand from the Kentucky Court of Appeals, and the parties having agreed to a resolution of the issues presented in the remand, and the parties having entered into a Settlement Agreement in resolution of said issues, said Settlement Agreement being attached hereto, and the parties having submitted the Settlement Agreement to this Court in disposition of the remanded case; and the Court otherwise being sufficiently advised;

IT IS HEREBY ORDERED AND ADJUDGED that the attached Settlement Agreement submitted by the parties hereto be and is hereby approved, and the case herein be and is hereby remanded to the Kentucky Public Service Commission with directions to the Commission that it implement the rates set forth as Attachments A and B to the Settlement Agreement, in accordance with the terms thereof.

ENTERED this 28 day of Oct., 1988.

William L. Bomhan  
JUDGE, FRANKLIN CIRCUIT COURT

HAVE SEEN AND AGREED TO:

Bruce J. Clark  
Counsel for Plaintiff,  
Kentucky Power Company

Richard G. Reff  
Counsel for Defendant,  
Kentucky Public Service Commission

Paul E. Riehlend  
Counsel for Defendant,  
Kentucky Attorney General,  
Utility & Rate Intervention Division

Arthur B. Martin  
Counsel for Defendant,  
Concerned Citizens of Martin County

Bruce Abel  
Counsel for Defendant,  
Kentucky Industrial Utility  
Customers

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 21st day of October, 1988, by and between Kentucky Power Company ("Kentucky Power"); the Kentucky Public Service Commission ("Commission"); the Attorney General, by and through the Utility and Rate Intervention Division; Concerned Citizens of Martin County, John Henry Ward, Bert Diamond and Sada Crum; Kentucky Industrial Utility Customers, Air Products and Chemicals, Inc., Armco Inc., Ashland Oil, Inc., Kentucky Electric Steel Corporation and Inco Alloys International, Inc. ("KIUC").

### WITNESSETH:

WHEREAS, the parties to this Settlement Agreement desire to settle all current litigation between them; and

WHEREAS, said litigation resulted from the Commission's disallowance of costs incurred by Kentucky Power relating to its 15 percent share of Rockport Plant Unit No. 1 ("Rockport 1") under a Unit Power Agreement and from the Commission's decisions relating to rates covering the Hanging Rock/Jefferson EHV line and the AEP Transmission Agreement; and

WHEREAS, based upon the cost-of-service determined in Commission Case No. 9061, Kentucky Power estimates revenues lost by Kentucky Power from December 4, 1984 through June 30, 1988 at \$112.7 million without interest and \$128.2 million with interest; and

WHEREAS, if changes in Kentucky Power's actual cost-of-service under the Unit Power Agreement and increased phase-in

receipts under the AEP Transmission Agreement are taken into consideration, the amount of such lost revenues are then calculated at \$71.4 million without interest and \$83.0 million with interest; and

WHEREAS, it is recognized that Kentucky Power currently is incurring costs of approximately \$12 million annually (after adjustment for capacity equalization credits as determined in Case No. 9061) for Rockport 1 which are the subject of litigation, and also will receive approximately \$6 million less annually under the AEP Transmission Agreement; and the parties desire to recognize and settle the possible additional costs which might be awarded in litigation for these ongoing items which total \$18 million annually; and

WHEREAS, it is recognized that Rockport Plant Unit No. 2 ("Rockport 2") is scheduled to become commercially operable in December, 1989 causing the net costs of Kentucky Power to further increase by approximately \$25 million annually; and

WHEREAS, it is recognized that Rockport 2 may be subject to a sale and leaseback arrangement which may reduce Kentucky Power's costs after Rockport 2 becomes commercially operable, but that the quantification of such reduction is not determinable at this time; and

WHEREAS, it is recognized that unit power sale; may be made from Rockport 2 which may reduce Kentucky Power's costs after Rockport 2 becomes commercially operable, but that the quantification of such reduction is not determinable at this time;

NOW THEREFORE, for and in consideration of the premises and conditions set forth herein, the parties hereby agree as follows:

1. Base rates to Kentucky jurisdictional ratepayers shall increase by \$16 million annually for service rendered on and after November 1, 1988 in accordance with Attachment "A". Base rates shall further increase by an additional \$14 million annually for service rendered on and after the date of commercial operation of Rockport 2 in accordance with Attachment "B". The incremental base rate increase of \$14 million annually effective for service rendered on and after the date of commercial operation of Rockport 2 shall be subject to adjustment as described in paragraphs 12, 13 and 14.

2. The base rate increases set forth above will remain in effect until at least March 31, 1991. The time period from November 1, 1988 to March 31, 1991 shall hereinafter be referred to as the "moratorium period."

3. The rates in effect from November 1, 1988 to March 31, 1991 shall hereinafter be referred to as "settlement rates" and the parties agree that said settlement rates are fair, just and reasonable as those terms are used in KRS 278.030.

4. The settlement rates will not be subject to a complaint by the parties to this Settlement Agreement or by a Commission investigation or show cause order during the moratorium period. The revenue and rate adjustments recognized and implemented by the Commission pursuant to paragraph 1 shall be unqualified and absolute, regardless of the level of earnings of Kentucky Power,

and such revenue and rate adjustments shall be valid and binding upon all the parties hereto until at least March 31, 1991.

5. Kentucky Power agrees that in exchange for the aforementioned revenue increases, it shall not seek to have any base revenue adjustment or any base rate increase from the Commission to become effective prior to March 31, 1991, other than as provided for herein, nor shall Kentucky Power, regardless of its level of earnings, be entitled to any revenue or rate relief prior to that date, other than as provided for herein, except that Kentucky Power shall be entitled to a revenue or rate adjustment ordered by the Commission in a generic proceeding applicable to all of the other investor-owned electric utilities in Kentucky.

6. Kentucky Power agrees that it will timely file a rate case for rates to be effective for service rendered on and after April 1, 1991, unless a waiver is obtained from all of the parties to this Settlement Agreement.

7. Kentucky Power shall continue to recover the full amount of the fuel component of Rockport unit power costs through its fuel clause. Kentucky Power is not required to refund any revenues collected subject to refund under the injunctions of the Federal District Court (Case No. 85-104) and the Franklin Circuit Court (Case No. 85-CI-1902).

8. In subsequent rate proceedings all purchased power costs being incurred or to be incurred by Kentucky Power under the Unit Power Agreement will be recognized in cost-of-service and the investment in the Hanging Rock/Jefferson transmission line will be fully included in rate base. Kentucky Power's receipts or



payments under the AEP Transmission Agreement, as established by the Federal Energy Regulatory Commission's ("FERC") final order in the AEP Transmission Agreement case (FERC Docket No. ER84-348-000) will be included in cost-of-service.

9. The following litigation involving the parties will terminate:

- o Case No. 86-CA-1031-MR before the Kentucky Court of Appeals
- o Case Nos. 87-3643 and 87-3644 before the United States Court of Appeals for the Sixth Circuit
- o Case No. 83-CI-0555, Case No. 84-CI-1314, and Case No. 85-CI-1902 before the Franklin Circuit Court of Kentucky

10. Except as provided herein, Kentucky Power shall not attempt in any way to collect in future rates for any amounts viewed as "lost" due to the litigation arising out of Case No. 9061.

11. The revenue increases under the Settlement Agreement shall be distributed proportionately based on each class' share of total revenue, excluding fuel related revenue, using the 12-month period ending March 31, 1984 as adjusted pro forma by the Commission in its order of December 4, 1984 in Case No. 9061. The rates of Kentucky Power to recover such apportioned revenues will be designed using the billing determinants of each class based upon the 12-month period ending June 30, 1988. Such rates are as shown in Attachments "A" and "B".

12. During the moratorium period, if there is a sale and leaseback of all or any part of AEP Generating Company's ("AEGCO") share of Rockport 2 (650 megawatts), then on and after the date of commercial operation of Rockport 2, or the effective date of such

sale and leaseback, whichever is later, the settlement rates shall be reduced by an amount equal to 50% of Kentucky Power's share of the net benefit of such sale and leaseback; provided, however, that 50% of Kentucky Power's share of the net benefit from the sale and leaseback, when added to any adjustment to the settlement rates pursuant to paragraph 13 hereof, shall not exceed the amount of the second step incremental increase of \$14 million. Said rate reduction shall be distributed proportionately as set forth in paragraph 11.

13. During the moratorium period, if there is a unit power sale of a portion of AEGCO's share of Rockport 2, then on and after the date of commercial operation of Rockport 2, or the effective date of such sale, whichever is later, the settlement rates shall be reduced. Such unit power sales reduction shall be calculated by multiplying (1) the difference between the second step incremental increase of \$14 million and any sale and leaseback adjustment calculated in accordance with paragraph 12 by (2) the percentage of AEGCO's share of Rockport 2 sold on a unit power basis. However, any unit power sales reduction, when added to any adjustment to the settlement rates pursuant to paragraph 12 hereof, shall not exceed the amount of the second step incremental increase of \$14 million. Said rate reduction shall be distributed proportionately as set forth in paragraph 11.

14. If there is a unit power sale of AEGCO's total share in Rockport 2 (650 megawatts), then there shall be no further increase beyond the first-step increase of \$16 million set forth in paragraph 1 above. If such sale occurs after the second-step

increase of \$14 million has gone into effect, rates shall be decreased back to the first step increase level as of the effective date of such sale.

15. The parties recognize and agree that with respect to any sale and leaseback or any unit power sale of Rockport 2, Indiana Michigan Power Company's (I&M's) share in Rockport 2 will be marketed and sold prior to AEGCO's share, and the parties hereto further agree that there shall be no adjustment, under paragraphs 12, 13 and 14, to the settlement rates as a result of any such sale and leaseback or unit power sale of I&M's share.

16. In the event that there is a change in rates as a result of the application of paragraphs 12, 13, 14 or 17, Kentucky Power shall within 20 days or as soon thereafter as practicable file tariffs reflecting the said changes.

17. Kentucky Power agrees that it will implement a monthly Experimental System Sales Clause (Clause), to be operative during the moratorium period, under the following general conditions, as more fully set forth in Attachment C:

(a) The Clause will not be implemented until a \$13,452,000 annual net revenue level from system sales and interchange deliveries is attained.

(b) The Clause, when implemented, will be based on each months' net revenues from system sales and interchange deliveries, as filed by Kentucky Power in Case No. 9061.

(c) The Clause will be based on Indiana Michigan Power Company's FERC approved Experimental System Sales Clause which provides for a 50%/50% sharing of profits or costs, above or below

base monthly net revenues between the Company and the jurisdictional ratepayers.

(d) Such Clause will be modified to be consistent with the proposed economic dispatch methodology, when implemented.

(e) The Clause will be effective, after implementation, throughout the remainder of the moratorium period, but not beyond, except that either the Kentucky parties (KPSC, KIUC, AG and Concerned Citizens) by unanimous agreement or Kentucky Power may unilaterally terminate the Clause after it has been in effect for one (1) year by giving notice to the others at least 30 days prior to the termination.

18. The parties recognize and agree that the Supremacy clause, the doctrine of federal preemption and the filed-rate doctrine require the Commission, in setting retail rates, to allow as a cost-of-service item the expenses incurred by Kentucky Power under the Unit Power Agreement for the purchase of that portion of the output of the Rockport generating plant as determined by the FERC.

19. The parties recognize and agree that the principles set forth in paragraph 18 above:

a. Require current and prospective recovery of the purchased power costs being incurred by Kentucky Power under the Unit Power Agreement.

b. Require, to the extent authorized by the Kentucky fuel adjustment clause, current and prospective recovery through the fuel clause of the fuel component of the purchased power costs being incurred by Kentucky Power under the Unit Power Agreement;

and that under this principle, Kentucky Power will not be required to refund fuel revenues collected under the injunctions of the Federal District Court and the Franklin Circuit Court.

20. Notwithstanding the above, Intervenor and the Commission on and after March 31, 1991 have the right to challenge the allocation of the Rockport Plant under the Unit Power Agreement in a complaint to the FERC, but such action will have no effect on the settlement rates contained in this Settlement Agreement. This provision does not preclude the Intervenor or the Commission from presenting a challenge to the allocation of Rockport in any proceeding before the FERC initiated by a non-signatory to this Settlement Agreement which would increase Kentucky Power's share under the Unit Power Agreement.

21. The parties recognize and agree that the Supremacy Clause, the doctrine of federal preemption and the filed-rate doctrine require the Commission, in setting retail rates, to allow Kentucky Power's then current investment in transmission facilities in its rate base.

22. The parties recognize and agree that the principles set forth in paragraph 21 above:

a. Require inclusion in the rate base of all of Kentucky Power's then current investment in transmission facilities (including the Hanging Rock/Jefferson line).

b. Require inclusion in cost-of-service of Kentucky Power's receipts or payments pursuant to the Transmission Agreement.

c. Require recognition in cost-of-service of any change to Kentucky Power's revenue requirements attributable to FERC's changes to the Transmission Agreement.

23. This Settlement Agreement shall in no way be deemed to divest the Kentucky Public Service Commission of jurisdiction over the certification of new facilities.

24. This Settlement Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

25. This Settlement Agreement constitutes the complete agreement and understanding between the parties hereto, and any and all oral statements, representations and/or agreements made prior hereto or contemporaneous herewith shall be null and void and shall be deemed to have been merged into this Settlement Agreement.

26. Should this Settlement Agreement be voided or vacated for any reason, then the parties shall be returned to the status quo existing at the time immediately prior to the execution of this agreement. In the event that this Settlement Agreement is voided or vacated after the collection of all or part of the first step revenue increase, then the Kentucky jurisdictional ratepayers shall be entitled to a credit for any such revenues collected against any "lost revenues" ultimately recovered by Kentucky Power.

27. For the purpose of this Settlement Agreement only, the settlement rates provided for in Attachments A and B are based upon the independent analyses of the parties and reflect a fair

and reasonable resolution of the issues settled herein.

Notwithstanding anything contained in this Settlement Agreement, the parties recognize and agree that the effects, if any, of any future events upon Kentucky Power's cost of service are unknown, and that the settlement rates and any adjustments set forth in this Settlement Agreement which may affect the level of such settlement rates are the product of compromise and negotiation. Except as provided by paragraph 28, neither this Settlement Agreement nor any of the terms shall be admissible in any court or commission except insofar as such court or commission is addressing litigation arising out of the implementation of the rates set forth herein.

28. Except as provided for in paragraphs 7, 8, 18, 19, 20, 21 and 22, the making of this Agreement shall not be deemed in any respect to constitute an admission by any party hereto that any computations, formula, allegations or contentions made by any other party in these proceedings is true or valid. Except as provided for in paragraphs 7, 8, 18, 19, 20, 21 and 22, the making of this Agreement establishes no principles and shall not be deemed to foreclose any party from making any contention in any future proceeding or investigation.

29. The signatories hereto represent and warrant that they are authorized to execute this Agreement on behalf of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures.

KENTUCKY POWER COMPANY

By: Frank L. Kuhn

KENTUCKY PUBLIC SERVICE COMMISSION

By: Richard G. Ruff

KENTUCKY ATTORNEY GENERAL  
UTILITY & RATE INTERVENTION  
DIVISION

By: Pamela Johnson

CONCERNED CITIZENS OF MARTIN COUNTY

JOHN HENRY WARD  
BERT DIAMOND  
SADA CRUM

By: Anthony B. Martin

KENTUCKY INDUSTRIAL UTILITY  
CUSTOMERS

AIR PRODUCTS AND CHEMICALS, INC.,  
ARMCO INC.,  
ASHLAND OIL, INC.,  
KENTUCKY ELECTRIC STEEL  
CORPORATION,  
INCO ALLOYS INTERNATIONAL, INC.

By: Donna Abel



TARIFF R.S.  
(Residential Service)

## AVAILABILITY OF SERVICE.

Available for full domestic electric service through 1 meter to individual residential customers including rural residential customers engaged principally in agricultural pursuits.

## RATE.

Service Charge . . . . .	\$ 4.25 per month
Energy Charge	
First 500 KWH per month . . . . .	5.584¢ per KWH
All Over 500 KWH per month . . . . .	4.853¢ per KWH

## MINIMUM CHARGE.

The Service Charge.

## DELAYED PAYMENT CHARGE.

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

## SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This service is available to rural domestic customers engaged principally in agricultural pursuits where service is taken through one meter for residential purposes as well as for the usual farm uses outside the home, but it is not extended to operations of a commercial nature or operations such as processing, preparing or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

This tariff is available for single phase service only. Where 3-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

The Company shall have the option of reading meters monthly or bimonthly and rendering bills accordingly. When bills are rendered bimonthly the minimum charge and the quantity of KWH in each block of the rates shall be multiplied by two.

Pursuant to 807 KAR 5:041, Section 11, paragraph (5), of Public Service Commission Regulations, the Company will make an extension of 2,500 feet or less to its existing distribution line without charge for a prospective permanent residential customer served under this R.S. tariff.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

TARIFF RS - LM - TOD  
(Residential Load Management Time-of-Day  
Electric Service Schedule)

**AVAILABILITY OF SERVICE.**

Available to customers eligible for Tariff RS (Residential Service) who use energy storage or other load management devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Households eligible to be served under this tariff shall be metered through one single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods.

**RATE.**

For the service provided under this Tariff, the rate shall be:

Service Charge . . . . .	\$ 6.75 per month
Energy Charge	
All KWH used during on-peak billing period . .	7.590¢ per KWH
All KWH used during off-peak billing period .	2.815¢ per KWH

For the purpose of this tariff, the on-peak billing period is defined as 7:00 a.m. to 10:00 p.m. local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 10:00 p.m. to 7:00 a.m. local time for all weekdays and all hours of Saturday and Sunday.

**CONSERVATION AND LOAD MANAGEMENT CREDIT.**

For the combination of an approved electric thermal storage space heating system and water heater, both of which are designed to consume electrical energy only between the hours of 10:00 p.m. and 7:00 a.m., local time, for all days of the week, each residence will be credited 1.046¢ per KWH for all energy used during the off-peak billing period, for a total of 60 monthly billing periods following the installation and use of these devices in such residence.

**DELAYED PAYMENT CHARGE.**

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

**FUEL ADJUSTMENT CLAUSE.**

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet No. 5-1 and 5-2 of this Tariff Schedule.

**SPECIAL TERMS AND CONDITIONS.**

This tariff is subject to the Company's Terms and Conditions of Service.

The company reserves the right to inspect at all reasonable times the energy storage and load management devices which qualify the residence for service and for conservation and load management credits under this tariff, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds, that in its sole judgment the availability conditions of this tariff are being violated, it may discontinue billing the customer under this tariff and commence billing under the appropriate Residential Service Tariff.

**SEPARATE METERING LOAD MANAGEMENT PROVISION.**

Customers who use electric thermal storage space heating and water heaters which consume energy only during off-peak hours specified by the Company, or other automatically controlled load management devices such as space and/or water heating equipment that use energy only during off-peak hours specified by the Company, shall have the option of having these approved load management devices separately metered. The service charge for the separate meter shall be \$3.00 per month.

DATE OF ISSUE

DATE EFFECTIVE

ISSUED BY

G. P. Boyle III

Vice President

Ashland, Kentucky

P.S.C. ELECTRIC NO. 5

TARIFF G.S.  
(General Service)

## AVAILABILITY OF SERVICE.

Available for general service to customers with normal maximum electrical capacity requirements of not more than 100 KW.

The rates for service at 2.4 KV and above as listed below are available only where the customer furnishes and maintains the complete substation equipment including all transformers and/or other apparatus necessary to take the entire service at the primary voltage of the transmission or distribution line from which service is to be received. The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage.

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

## RATE.

## For Capacity Requirements less than 5 KW.

Service Charge . . . . .	\$ 9.85 per month
Energy Charge:	
First 500 KWH per month . . . . .	7.078¢ per KWH
All Over 500 KWH per month . . . . .	4.340¢ per KWH
Monthly Minimum Charge . . . . .	\$ 9.85

## For Capacity Requirements of 5 KW and Above.

	Delivery Voltage	
	Below 2.4 Kv	2.4 KV and Above
Service Charge per month . . . . .	\$10.80	\$16.20
Demand Charge per KW . . . . .	\$ 1.10	\$ 1.10
Energy Charge:		
KWH equal to 200 times KW of		
monthly billing demand . . . . .	5.842¢	5.289¢
KWH in excess of 200 times KW		
of monthly billing demand . . . . .	4.874¢	4.627¢
Monthly Minimum Charge as		
determined below.		

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this tariff schedule.

## MONTHLY BILLING DEMAND.

Billing demand shall be taken monthly to be the highest registration of a 15-minute integrating demand meter or indicator, or the highest registration of a thermal type demand meter. The minimum billing demand shall be 5 KW.

## MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the sum of the service charge plus the demand charge multiplied by 5 KW for the demand portion (5 KW and above) of the rate.

Industrial and coal mining customers contracting for 3-phase service after October 1, 1959 shall contract for capacity sufficient to meet their normal maximum demands in KW, but not less than 10 KW. Monthly billing demand of these customers shall not be less than 60% of contract capacity and the minimum monthly charge shall be \$4.56 per KW of monthly billing demand, subject to adjustment as determined under the fuel adjustment clause, plus the service charge.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. B. Boyle III Vice President Ashland, Kentucky  
DATE \_\_\_\_\_ ADDRESS \_\_\_\_\_

KENTUCKY POWER COMPANY

CANCELLING

SHEET NO.

SHEET NO.

P.S.C. ELECTRIC NO. 5

TARIFF G.S. (Cont'd)  
(General Service)

## DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid an additional charge of 5% of the unpaid balance will be made.

## TERM OF CONTRACT.

Contracts under this tariff will be required of customers with normal maximum demands of 100 KW or greater, except for 3-phase service to industrial and coal mining customers as provided elsewhere in this tariff. Contracts under this tariff will be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company will have the right to make contracts for periods of longer than 1 year and to require contracts for customers with normal maximum demands of less than 100 KW.

## SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to customers having other sources of electrical energy supply but who desire to purchase service from the Company. Where such conditions exist the customer shall contract for the maximum demand in KW which the Company might be required to furnish, but not less than 5 KW. The Company shall not be obligated to supply demands in excess of that contracted for. If the customer's actual demand, as determined by demand meter or indicator, in any month exceeds the amount of his then-existing contract demand, the contract demand shall then be increased automatically to the maximum demand so created by the customer. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the contract demand instead of the billing demand defined under paragraph "Monthly Billing Demand" and the minimum charge shall be as follows:

Service Charge . . . . .	\$ 10.80 per month
First 5 KW or fraction thereof	
contract demand . . . . .	\$ 22.55 per month
Each KW of contract demand in excess	
of 5 KW . . . . .	\$ 4.56 per month per KW

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

## LOAD MANAGEMENT TIME-OF-DAY PROVISION.

Available to customers who use energy storage or other load management devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Customers eligible to be served under this provision shall have the load management devices separately metered by a time-of-day meter.

## MONTHLY RATE.

Service Charge . . . . .	\$ 3.00 per customer per month
Energy Charge . . . . .	8.266¢ per KWH for all KWH consumed on-peak
	3.299¢ per KWH for all KWH consumed off-peak

For the purpose of this tariff, the on-peak billing period is defined as 7:00 a.m. to 10:00 p.m. local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 10:00 p.m. to 7:00 a.m. local time for all weekdays and all hours of Saturday and Sunday.

DATE OF ISSUE

DATE EFFECTIVE

C. R. Boyle III

Vice President

Ashland, Kentucky

ISSUED BY

NAME

TITLE

ADDRESS

TARIFF G.S. (Cont'd)  
(General Service)

## SPECIAL TARIFF PROVISION FOR RECREATIONAL LIGHTING SERVICE.

Available for service to customers with demands of 5 KW or greater and who own and maintain outdoor lighting facilities and associated equipment utilized at baseball diamonds, football stadiums, parks and other similar recreational areas. This service is available only during the hours between sunset and sunrise. Daytime use of energy under this rate is strictly forbidden except for the sole purpose of testing and maintaining the lighting system. All Terms and Conditions of Service applicable to Tariff G.S. customers will also apply to recreational customers except for the Availability of Service.

## RATE.

Service Charge . . . . .	\$10.80 per month
Energy Charge . . . . .	5.848¢ per KWH

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

**TARIFF L. G. S.**  
(Large General Service)

**AVAILABILITY OF SERVICE.**

Available for general service. Customers shall contract for a definite amount of electrical capacity in kilovolt-amperes, which shall be sufficient to meet normal maximum requirements but in no case shall the capacity contracted for be less than 100 KVA nor more than 1000 KVA. The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 25 KVA.

The rates for service at 2.4 KV and above as listed below are available only where the customer furnishes and maintains the complete substation equipment including all transformers and/or other apparatus necessary to take the entire service at the primary voltage of the transmission or distribution line from which service is to be received. The rate set forth in this tariff is based upon the delivery and measurement of energy at the same voltage.

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

**RATE.**

	Delivery Voltage		
	Under 2.4 KV	2.4 KV - 12.5 KV	34.5 KV - 69 KV
Service Charge per Month .....	\$ 85.00	\$127.50	\$535.50
Demand Charge per KVA .....	\$2.89	\$2.89	\$2.89
Energy Charge per KWH .....	4.329¢	3.636¢	3.087¢

**POWER FACTOR.**

The rate set forth in this tariff is based upon the maintenance by customer of an average monthly power factor of 85% as shown by integrating instruments. When the average monthly power factor is above or below 85%, the kilowatt-hours as metered will be for billing purposes, multiplied by the following constants:

<u>Average Monthly Power Factor</u>	<u>Constant</u>
1.00	.951
.95	.965
.90	.981
.85	1.000
.80	1.023
.75	1.050
.70	1.0835
.65	1.1255
.60	1.1785
.55	1.2455
.50	1.3335

Constants for power factors other than given above will be determined from the same formula used to determine those given.

**FUEL ADJUSTMENT CLAUSE.**

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet No. 5-1 and 5-2 of this Tariff Schedule.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky

NAME

TITLE

ADDRESS

TARIFF L. G. S. (Cont'd)  
(Large General Service)

## MONTHLY BILLING DEMAND.

Billing demand in KVA shall be taken each month as the highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator, or at the Company's option as the highest registration of a thermal type demand meter or indicator, divided by the average monthly power factor established during the month corrected to the nearest KVA. Monthly billing demand established hereunder shall not be less than the customer's contract capacity except that where the customer purchases his entire requirements for electric light, heat and power under this tariff the monthly billing demand shall not be less than 60% of the contract capacity. In no event shall the monthly billing demand be less than 50 KVA.

## MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the sum of the service charge plus \$2.89 per KVA of monthly billing demand.

## DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid an additional charge of 5% of the unpaid balance will be made.

## TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than 1 year.

## SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

This tariff is also available to customers having other sources of energy supply but who desire to purchase service from the Company. Where such conditions exist the monthly billing demand shall not be less than the customer's contract capacity.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

**TARIFF O. P.**  
(Quantity Power)**AVAILABILITY OF SERVICE.**

Available for power service. Customers shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 1,000 KW. The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 KW.

The customer shall own, operate and maintain equipment, including all transformers, and other apparatus necessary for receiving and purchasing electric energy at the voltage of the transmission or distribution line from which service is delivered.

The rate set forth in this tariff is based upon the delivery and measurement of energy at the same voltage.

**RATE.**

	Delivery Voltage		
	2.4 KV - 12.5 KV	34.5 KV - 69 KV	Above 69 KV
Service Charge per Month .....	\$276.00	\$662.00	\$1,353.00
Demand Charge per KW .....	\$9.37	\$8.53	\$7.90
Energy Charge per KWH .....	1.865¢	1.824¢	1.803¢

**Reactive Demand Charge**

For each kilovar of lagging reactive demand in excess of 50% of the KW of monthly billing demand .....

\$ .54 per KVAR

**FUEL ADJUSTMENT CLAUSE.**

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet No. 5-1 and 5-2 of this Tariff Schedule.

**MONTHLY BILLING DEMAND.**

The billing demand in KW shall be taken each month as the highest single 15-minute integrated peak in KW as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator. The billing demand shall in no event be less than 60% of the contract capacity of the customer, nor less than 1,000 KW.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by a demand meter or indicator or at the Company's option, as the highest registration of a thermal type demand meter or indicator.

**MINIMUM CHARGE.**

This tariff is subject to a minimum monthly charge equal to the sum of the service charge and the demand charge multiplied by the monthly billing demand.

**DELAYED PAYMENT CHARGE.**

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. P. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS



TARIFF O. L.  
(Outdoor Lighting)

## AVAILABILITY OF SERVICE.

Available for outdoor lighting to individual customers in locations where municipal street lighting is not applicable.

## MONTHLY RATE.

## A. OVERHEAD LIGHTING SERVICE

- |                                     |                  |
|-------------------------------------|------------------|
| 1. High Pressure Sodium             |                  |
| 100 watts (9,500 Lumens) . . . . .  | \$ 5.42 per lamp |
| 200 watts (22,000 Lumens) . . . . . | \$ 8.19 per lamp |
| 2. Mercury Vapor*                   |                  |
| 175 watts (7,000 Lumens) . . . . .  | \$ 5.23 per lamp |
| 250 watts (11,000 Lumens) . . . . . | \$ 6.94 per lamp |
| 400 watts (20,000 Lumens) . . . . . | \$ 8.74 per lamp |
| 3. Incandescent*                    |                  |
| 189 watts (2,500 Lumens) . . . . .  | \$ 5.28 per lamp |

Company will provide lamp, photo-electric relay control equipment, luminaire and upsweep arm not over six feet in length, and will mount same on an existing pole carrying secondary circuits.

## B. POST-TOP LIGHTING SERVICE

- |  |                  |
|--|------------------|
| 1. Mercury Vapor*                            |                  |
| 175 watts (7,000 Lumens) on 12-foot post . . | \$ 6.06 per lamp |
| 2. High Pressure Sodium                      |                  |
| 100 watts (9,500 Lumens) on 12-foot post . . | \$ 9.34 per lamp |

Company will provide lamp, photo-electric relay control equipment, luminaire, post, and installation including underground wiring for a distance of thirty feet from the Company's existing secondary circuits.

## C. FLOODLIGHTING SERVICE

- |                                     |                  |
|-------------------------------------|------------------|
| 1. High Pressure Sodium             |                  |
| 200 watts (22,000 Lumens) . . . . . | \$ 9.53 per lamp |
| 400 watts (50,000 Lumens) . . . . . | \$13.16 per lamp |

Company will provide lamp, photo-electric relay control equipment, luminaire, mounting bracket, and mount same on an existing pole carrying secondary circuits.

When new or additional facilities, other than those specified in Paragraphs A, B, and C, are to be installed by the Company, the customer in addition to the monthly charges, shall pay in advance the installation cost (labor and material) of such additional facilities.

\*These lamps are not available for new installations.

The above high pressure sodium rates are applicable to new installations only. Where a customer requests replacement of a mercury vapor lamp with a high pressure sodium lamp, the customer will in addition to the above monthly charge, pay in advance the present value (average retirement cost per lamp size) of the existing mercury lamp installation as follows:

- |   |                   |
|---|-------------------|
| 175 watts (7,000 Lumens) mv lamp (including post top) . . | \$ 59.52 per lamp |
| 250 watts (11,000 Lumens) mv lamp . . . . .               | \$ 79.29 per lamp |
| 400 watts (20,000 Lumens) mv lamp . . . . .               | \$104.38 per lamp |

The present value charges will be reviewed every three (3) years beginning on March 24, 1986.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky

TARIFF S.L.  
(Street Lighting)

## AVAILABILITY OF SERVICE.

Available for lighting service for all the lighting of public streets, public highways and other public outdoor areas in municipalities, counties, and other governmental subdivisions where such service can be supplied from the existing general distribution systems.

## MONTHLY RATE.

## A. Overhead Service on Existing Distribution Poles

1. Mercury Vapor *	
100 Watts (3,500 Lumens) . . . . .	\$ 3.43 per lamp
175 Watts (7,000 Lumens) . . . . .	4.33 per lamp
250 Watts (11,000 Lumens) . . . . .	5.51 per lamp
400 Watts (20,000 Lumens) . . . . .	6.58 per lamp
700 Watts (30,000 Lumens) . . . . .	9.73 per lamp
1,000 Watts (50,000 Lumens) . . . . .	11.82 per lamp
4,000 Watts (4-50,000 Lumen Lights on One Pole) . .	32.09 per lamp

2. High Pressure Sodium	
70 Watts (5,800 Lumens) . . . . .	\$ 4.15 per lamp
100 Watts (9,500 Lumens) . . . . .	4.65 per lamp
150 Watts (16,000 Lumens) . . . . .	5.22 per lamp
200 Watts (22,000 Lumens) . . . . .	6.09 per lamp
400 Watts (50,000 Lumens) . . . . .	8.49 per lamp

## B. Overhead Service on Existing Special Metal or Concrete Poles - "Whiteway"

1. Mercury Vapor *	
400 Watts (20,000 Lumens) . . . . .	\$ 9.01 per lamp
700 Watts (30,000 Lumens) . . . . .	12.65 per lamp
1,000 Watts (50,000 Lumens) . . . . .	14.73 per lamp

## C. Underground Service on Existing Special Metal Pole - Post Top

1. Mercury Vapor *	
175 Watts (7,000 Lumens) . . . . .	\$ 4.33 per lamp

## D. Service on New Wood Distribution Poles

1. High Pressure Sodium	
70 Watts (5,800 Lumens) . . . . .	\$ 6.85 per lamp
100 Watts (9,500 Lumens) . . . . .	7.34 per lamp
150 Watts (16,000 Lumens) . . . . .	7.93 per lamp
200 Watts (22,000 Lumens) . . . . .	9.37 per lamp
400 Watts (50,000 Lumens) . . . . .	11.78 per lamp

## E. Service on New Metal or Concrete Poles

1. High Pressure Sodium	
70 Watts (5,800 Lumens) . . . . .	\$14.24 per lamp
100 Watts (9,500 Lumens) . . . . .	14.74 per lamp
150 Watts (16,000 Lumens) . . . . .	15.32 per lamp
200 Watts (22,000 Lumens) . . . . .	19.51 per lamp
400 Watts (50,000 Lumens) . . . . .	20.42 per lamp

Lumen rating is based on manufacturer's rated lumen output for new lamps.

- Ninety (90) days subsequent to the effective date of this tariff, mercury vapor lamps will not be available for new installations.

"Whiteway" is defined as a Street Lighting System where standards for mounting lights carry street lighting units and the street lighting circuit only. No distribution is carried on these standards.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY R. Boyle III Vice President Ashland, Kentucky

TARIFF S. L. (Cont'd)  
(Street Lighting)

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule. The monthly kilowatt-hours for Fuel Adjustment Clause computations are as follows:

	MERCURY VAPOR							HIGH PRESSURE SODIUM				
	100 Watts	175 Watts	250 Watts	400 Watts	700 Watts	1,000 Watts	4,000 Watts	70 Watts	100 Watts	150 Watts	200 Watts	400 Watts
JAN	56	88	122	194	329	463	1,852	36	51	74	110	210
FEB	47	75	103	164	279	392	1,568	31	43	62	93	178
MAR	46	73	100	160	272	382	1,528	30	42	61	91	173
APR	39	62	86	137	232	326	1,304	26	36	52	77	148
MAY	35	56	77	123	208	293	1,172	23	32	47	69	133
JUN	32	51	71	113	192	269	1,076	21	30	43	64	122
JUL	36	57	78	125	212	297	1,188	23	33	47	71	135
AUG	39	61	84	135	228	321	1,284	25	35	51	76	146
SEP	42	67	92	147	249	349	1,396	27	38	56	83	158
OCT	50	78	108	172	292	411	1,644	32	45	65	97	186
NOV	52	83	114	182	309	434	1,736	34	48	69	103	197
DEC	57	90	124	198	336	472	1,888	37	52	75	112	214

## SPECIAL FACILITIES.

When a customer requests street lighting service which requires special poles or fixtures, underground street lighting, or a line extension of more than one span of approximately 150 feet, the customer will be required to pay, in advance, an aid-to-construction in the amount of the installed cost of such special facilities.

## PAYMENT.

Bills are due and payable at the main or branch offices of the Company within ten (10) days of the mailing date.

## HOURS OF LIGHTING.

Hours of lighting will be approximately 4,000 hours per annum, based on lamps burning from one-half hour after sunset until one-half hour before sunrise, every night and all night.

## EXISTING AGREEMENTS.

Existing street lighting agreements will terminate upon normal expiration date. Fuel Adjustment Clause is applicable to street lighting rates in existing agreements pursuant to the Kentucky Energy Regulatory Commission's Order, [Changed to Public Service Commission March 1, 1981] dated October 31, 1979, in Case No. 7437.

Existing street lighting contracts specify that energy and maintenance only will be furnished to 17-20,000 lumen Mercury Vapor lights in the City of Prestonsburg and 16-20,000 lumen Mercury Vapor lights in the City of Ashland at a monthly rate of \$4.45 each. These lights are mounted on special bridge light standards which do not conform to normal street lighting installations.

Street lighting agreements which were executed prior to filing our present S/L Tariff provided for some 7,000 lumen mercury vapor lights to be billed at \$3.19/month provided they were installed on existing poles. This rate will be increased to \$3.36/month as authorized in Public Service Commission's Case No. 8589.

These special rates are applicable only to present customers as named above and will expire upon termination of existing agreements.

## TERM.

Variable contract, but not less than one (1) year.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. B. Boyle III Vice President Ashland, Kentucky

TARIFF M. W.  
(Municipal Waterworks)

**AVAILABILITY OF SERVICE.**

Available only to incorporated cities and towns and authorized water districts and to utility companies operating under the jurisdiction of Public Service Commission of Kentucky for the supply of electric energy to waterworks systems and sewage disposal systems served under this tariff on September 1, 1982, and only for continuous service at the premises occupied by the customer on this date. If service hereunder is discontinued, it shall not again be available.

Customer shall contract with the Company for a reservation in capacity in kilovolt-amperes sufficient to meet with the maximum load which the Company may be required to furnish.

**RATE.**

Service Charge . . . . . \$22.90 per month

**Energy Charge**

All KWH Used Per Month . . . . . 4.726¢ per KWH

**PAYMENT.**

Bills will be rendered monthly and will be due and payable on or before the 15th day from the date bills are mailed.

**FUEL ADJUSTMENT CLAUSE.**

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet No. 5-1 and 5-2 of this Tariff Schedule.

**MINIMUM CHARGE.**

This tariff is subject to a minimum monthly charge equal to the sum of the service charge plus \$2.88 per KVA as determined from customer's total connected load. The minimum monthly charge shall be subject to adjustments as determined under the Fuel Adjustment Clause.

**TERM OF CONTRACT.**

Contracts under this tariff will be made for not less than 1 year with self-renewal provisions for successive periods of 1 year each until either party shall give at least 60 days' written notice to the other of the intention to discontinue at the end of any yearly period. The Company will have the right to require contracts for periods of longer than 1 year.

**SPECIAL TERMS AND CONDITIONS.**

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is not available to customers having other sources of energy supply.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky

TARIFF C.I.P. - T.O.D.  
(Commercial and Industrial Power - Time-of-Day)

**AVAILABILITY OF SERVICE.**

This tariff shall apply to all commercial and industrial customers with normal maximum electrical requirements of 7,500 KW and above. Customers shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 7,500 KW. The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 KW.

The rate set forth in this tariff is based upon the delivery and measurement of energy at the same voltage.

The customer shall own, operate, and maintain equipment, including all transformers, switches and other apparatus necessary for receiving and purchasing electric energy at the voltage of the transmission or distribution line from which service is delivered.

**RATE.**

	DELIVERY VOLTAGE		
	2.4 KV- 12.5 KV	34.5 KV- 69 KV	ABOVE 69 KV
Service Charge Per Month . . . . .	\$276.00	\$662.00	\$1,353.00
Demand Charge per KW:			
On-peak . . . . .	\$8.52	\$7.78	\$7.27
Off-peak . . . . .	\$2.00	\$1.22	\$1.07
Energy Charge Per KWH . . . . .	1.865¢	1.824¢	1.803¢

**Reactive Demand Charge:**

For each KVAR of reactive demand in excess of 50% of the  
monthly on-peak or off-peak billing demands . . . . . \$ .56 per KVAR

For the purpose of this tariff, the on-peak billing period is defined as 7:00 a.m. to 10:00 p.m. local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 10:00 p.m. to 7:00 a.m. local time for all weekdays and all hours of Saturday and Sunday.

**FUEL ADJUSTMENT CLAUSE.**

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this tariff schedule.

**MONTHLY BILLING DEMAND.**

The monthly on-peak and off-peak billing demands in KW shall be taken each month as the highest single 15-minute integrated peak in KW as registered by a demand meter during the on-peak and off-peak billing periods, respectively.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by the demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY \_\_\_\_\_

C. R. Boyle III

Vice President

Ashland, Kentucky

TARIFF C.I.P. - T.O.D. (Cont'd)  
(Commercial and Industrial Power - Time-of-Day)

## MINIMUM DEMAND CHARGE.

The minimum demand charge shall be equal to the minimum billing demand times the following minimum demand rates:

<u>2.4 - 12.5 KV</u>	<u>34.5 - 69 KV</u>	<u>Above 69 KV</u>	
\$9.76	\$8.88	\$8.22	per KW

The minimum demand shall be the greater of 60% of the contract capacity or 60% of the highest billing demand, on-peak or off-peak, recorded during the previous eleven months.

## MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the service charge plus the minimum demand charge.

## DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

## TERM OF CONTRACT.

Contracts under this tariff will be made for an initial period of not less than 2 years and shall remain in effect thereafter until either party shall give at least 12 months written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than 2 years.

## SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available to customers having other sources of energy supply.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. P. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

TARIFF I.R.P.  
(Interruptible Power)

## AVAILABILITY OF SERVICE.

Available to industrial customers whose plants are located adjacent to existing transmission lines of the Company when the Company has sufficient capacity in generating stations and other facilities to supply the customer's requirements. The Company reserves the right to specify the times at which deliveries hereunder shall commence.

The customer shall contract for a definite amount of electrical capacity which shall be sufficient to meet his normal maximum requirements and the Company shall not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts hereunder will be made for minimum capacities of 5,000 KW.

The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage. Company shall determine and advise customer which of its lines will be utilized to deliver service hereunder and shall specify the voltage thereof.

The customer shall own, operate, and maintain equipment, including all transformers, switches and other apparatus necessary for receiving and purchasing electric energy at the voltage of the transmission or distribution line from which service is delivered.

## RATE.

	DELIVERY VOLTAGE	
	<u>34.5 KV- 69 KV</u>	<u>ABOVE 69 KV</u>
Service Charge per Month	\$ 662.00	\$1,353.00
Demand Charge per KW	\$7.25	\$6.72
Energy Charge per KWH	1.824¢	1.803¢
Reactive Demand Charge		
For each KVAR of reactive demand in excess of		
50% of the KW of monthly billing demand . . . . .		\$ .54 per KVAR

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this tariff schedule.

## MONTHLY BILLING DEMAND.

The billing demand in KW shall be taken each month as the highest 15-minute integrated peak in KW as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator. The billing demand shall not be less than 60% of the contract capacity of the customer, nor less than 5,000 KW.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by a demand meter or indicator or at the Company's option, as the highest registration of a thermal type demand meter or indicator.

## MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the sum of the service charge and the demand charge multiplied by the monthly billing demand.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. P. Boyle III Vice President Ashland, Kentucky  
ROOM PHONE ADDRESS

TARIFF R.S.  
(Residential Service)

**AVAILABILITY OF SERVICE.**

Available for full domestic electric service through 1 meter to individual residential customers including rural residential customers engaged principally in agricultural pursuits.

**RATE.**

Service Charge . . . . .	\$ 4.25 per month
Energy Charge	
First 500 KWH per month . . . . .	5.953¢ per KWH
All Over 500 KWH per month . . . . .	5.174¢ per KWH

**MINIMUM CHARGE.**

The Service Charge.

**DELAYED PAYMENT CHARGE.**

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

**FUEL ADJUSTMENT CLAUSE.**

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule.

**SPECIAL TERMS AND CONDITIONS.**

This tariff is subject to the Company's Terms and Conditions of Service.

This service is available to rural domestic customers engaged principally in agricultural pursuits where service is taken through one meter for residential purposes as well as for the usual farm uses outside the home, but it is not extended to operations of a commercial nature or operations such as processing, preparing or distributing products not raised or produced on the farm, unless such operation is incidental to the usual residential and farm uses.

This tariff is available for single phase service only. Where 3-phase power service is required and/or where motors or heating equipment are used for commercial or industrial purposes, the applicable power tariff will apply to such power service.

The Company shall have the option of reading meters monthly or bimonthly and rendering bills accordingly. When bills are rendered bimonthly the minimum charge and the quantity of KWH in each block of the rates shall be multiplied by two.

Pursuant to 807 KAR 5:041, Section 11, paragraph (5), of Public Service Commission Regulations, the Company will make an extension of 2,500 feet or less to its existing distribution line without charge for a prospective permanent residential customer served under this R.S. tariff.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. P. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS



TARIFF RS - LM - TOD  
(Residential Load Management Time-of-Day  
Electric Service Schedule)

**AVAILABILITY OF SERVICE.**

Available to customers eligible for Tariff RS (Residential Service) who use energy storage or other load management devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Households eligible to be served under this tariff shall be metered through one single-phase multiple-register meter capable of measuring electrical energy consumption during the on-peak and off-peak billing periods.

**RATE.**

For the service provided under this Tariff, the rate shall be:

Service Charge . . . . .	\$ 6.75 per month
Energy Charge	
All KWH used during on-peak billing period . .	8.091¢ per KWH
All KWH used during off-peak billing period .	3.001¢ per KWH

For the purpose of this tariff, the on-peak billing period is defined as 7:00 a.m. to 10:00 p.m. local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 10:00 p.m. to 7:00 a.m. local time for all weekdays and all hours of Saturday and Sunday.

**CONSERVATION AND LOAD MANAGEMENT CREDIT.**

For the combination of an approved electric thermal storage space heating system and water heater, both of which are designed to consume electrical energy only between the hours of 10:00 p.m. and 7:00 a.m., local time, for all days of the week, each residence will be credited 1.115¢ per KWH for all energy used during the off-peak billing period, for a total of 60 monthly billing periods following the installation and use of these devices in such residence.

**DELAYED PAYMENT CHARGE.**

Bills under this tariff are due and payable within fifteen (15) days of the mailing date. On all accounts not paid in full by the next billing date, an additional charge of 5% of the unpaid portion will be made.

**FUEL ADJUSTMENT CLAUSE.**

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet No. 5-1 and 5-2 of this Tariff Schedule.

**SPECIAL TERMS AND CONDITIONS.**

This tariff is subject to the Company's Terms and Conditions of Service.

The company reserves the right to inspect at all reasonable times the energy storage and load management devices which qualify the residence for service and for conservation and load management credits under this tariff, and to ascertain by any reasonable means that the time-differentiated load characteristics of such devices meet the Company's specifications. If the Company finds, that in its sole judgment the availability conditions of this tariff are being violated, it may discontinue billing the customer under this tariff and commence billing under the appropriate Residential Service Tariff.

**SEPARATE METERING LOAD MANAGEMENT PROVISION.**

Customers who use electric thermal storage space heating and water heaters which consume energy only during off-peak hours specified by the Company, or other automatically controlled load management devices such as space and/or water heating equipment that use energy only during off-peak hours specified by the Company, shall have the option of having these approved load management devices separately metered. The service charge for the separate meter shall be \$3.00 per month.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. B. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

TARIFF G.S.  
(General Service)

## AVAILABILITY OF SERVICE.

Available for general service to customers with normal maximum electrical capacity requirements of not more than 100 KW.

The rates for service at 2.4 KV and above as listed below are available only where the customer furnishes and maintains the complete substation equipment including all transformers and/or other apparatus necessary to take the entire service at the primary voltage of the transmission or distribution line from which service is to be received. The rates set forth in this tariff are based upon the delivery and measurement of energy at the same voltage.

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

## RATE.

## For Capacity Requirements less than 5 KW.

Service Charge	\$ 9.85 per month
Energy Charge:	
First 500 KWH per month	7.671¢ per KWH
All Over 500 KWH per month	4.702¢ per KWH
Monthly Minimum Charge	\$ 9.85

## For Capacity Requirements of 5 KW and Above.

	Delivery Voltage	
	Below 2.4 Kv	2.4 KV and Above
Service Charge per month	\$10.80	\$16.20
Demand Charge per KW	\$ 1.19	\$ 1.19
Energy Charge:		
KWH equal to 200 times KW of monthly billing demand	6.304¢	5.706¢
KWH in excess of 200 times KW of monthly billing demand	5.261¢	4.994¢
Monthly Minimum Charge as determined below.		

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this tariff schedule.

## MONTHLY BILLING DEMAND.

Billing demand shall be taken monthly to be the highest registration of a 15-minute integrating demand meter or indicator, or the highest registration of a thermal type demand meter. The minimum billing demand shall be 5 KW.

## MINIMUM CHARGE.

This tariff is subject to a minimum charge equal to the sum of the service charge plus the demand charge multiplied by 5 KW for the demand portion (5 KW and above) of the rate.

Industrial and coal mining customers contracting for 3-phase service after October 1, 1959 shall contract for capacity sufficient to meet their normal maximum demands in KW, but not less than 10 KW. Monthly billing demand of these customers shall not be less than 60% of contract capacity and the minimum monthly charge shall be \$4.92 per KW of monthly billing demand, subject to adjustment as determined under the fuel adjustment clause, plus the service charge.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. B. Boyle III Vice President Ashland, Kentucky

TARIFF G.S. (Cont'd)  
(General Service)

## DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid an additional charge of 5% of the unpaid balance will be made.

## TERM OF CONTRACT.

Contracts under this tariff will be required of customers with normal maximum demands of 100 KW or greater, except for 3-phase service to industrial and coal mining customers as provided elsewhere in this tariff. Contracts under this tariff will be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company will have the right to make contracts for periods of longer than 1 year and to require contracts for customers with normal maximum demands of less than 100 KW.

## SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is also available to customers having other sources of electrical energy supply but who desire to purchase service from the Company. Where such conditions exist the customer shall contract for the maximum demand in KW which the Company might be required to furnish, but not less than 5 KW. The Company shall not be obligated to supply demands in excess of that contracted for. If the customer's actual demand, as determined by demand meter or indicator, in any month exceeds the amount of his then-existing contract demand, the contract demand shall then be increased automatically to the maximum demand so created by the customer. Where service is supplied under the provisions of this paragraph, the billing demand each month shall be the contract demand instead of the billing demand defined under paragraph "Monthly Billing Demand" and the minimum charge shall be as follows:

Service Charge . . . . .	\$ 10.80 per month	I
First 5 KW or fraction thereof contract demand . . . . .	\$ 24.34 per month	I
Each KW of contract demand in excess of 5 KW . . . . .	\$ 4.92 per month per KW	

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

## LOAD MANAGEMENT TIME-OF-DAY PROVISION.

Available to customers who use energy storage or other load management devices with time-differentiated load characteristics approved by the Company, such as electric thermal storage space-heating furnaces and water heaters which consume electrical energy only during off-peak hours specified by the Company and store energy for use during on-peak hours.

Customers eligible to be served under this provision shall have the load management devices separately metered by a time-of-day meter.

## MONTHLY RATE.

Service Charge . . . . .	\$ 3.00 per customer per month	I
Energy Charge . . . . .	8.92¢ per KWH for all KWH consumed on-peak	I
	3.56¢ per KWH for all KWH consumed off-peak	

For the purpose of this tariff, the on-peak billing period is defined as 7:00 a.m. to 10:00 p.m. local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 10:00 p.m. to 7:00 a.m. local time for all weekdays and all hours of Saturday and Sunday.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

P.S.C. ELECTRIC NO. 5

TARIFF G.S. (Cont'd)  
(General Service)

## SPECIAL TARIFF PROVISION FOR RECREATIONAL LIGHTING SERVICE.

Available for service to customers with demands of 5 KW or greater and who own and maintain outdoor lighting facilities and associated equipment utilized at baseball diamonds, football stadiums, parks and other similar recreational areas. This service is available only during the hours between sunset and sunrise. Daytime use of energy under this rate is strictly forbidden except for the sole purpose of testing and maintaining the lighting system. All Terms and Conditions of Service applicable to Tariff G.S. customers will also apply to recreational customers except for the Availability of Service.

## RATE.

Service Charge . . . . .	\$10.80 per month
Energy Charge . . . . .	6.379¢ per KWH

1

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

TARIFF L. G. S.  
(Large General Service)

## AVAILABILITY OF SERVICE.

Available for general service. Customers shall contract for a definite amount of electrical capacity in kilovolt-amperes, which shall be sufficient to meet normal maximum requirements but in no case shall the capacity contracted for be less than 100 KVA nor more than 1000 KVA. The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 25 KVA.

The rates for service at 2.4 KV and above as listed below are available only where the customer furnishes and maintains the complete substation equipment including all transformers and/or other apparatus necessary to take the entire service at the primary voltage of the transmission or distribution line from which service is to be received. The rate set forth in this tariff is based upon the delivery and measurement of energy at the same voltage.

Existing customers not meeting the above criteria will be permitted to continue service under present conditions only for continuous service at the premises occupied on or prior to December 5, 1984.

## RATE.

	Delivery Voltage		
	Under 2.4 KV	2.4 KV - 12.5 KV	34.5 KV - 69 KV
Service Charge per Month .....	\$ 85.00	\$127.50	\$535.50
Demand Charge per KVA .....	\$3.01	\$3.01	\$3.01
Energy Charge per KWH .....	4.509¢	3.788¢	3.216¢

## POWER FACTOR.

The rate set forth in this tariff is based upon the maintenance by customer of an average monthly power factor of 85% as shown by integrating instruments. When the average monthly power factor is above or below 85%, the kilowatt-hours as metered will be for billing purposes, multiplied by the following constants:

Average Monthly Power Factor	Constant
1.00	.951
.95	.965
.90	.981
.85	1.000
.80	1.023
.75	1.050
.70	1.0835
.65	1.1255
.60	1.1785
.55	1.2455
.50	1.3335

Constants for power factors other than given above will be determined from the same formula used to determine those given.

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet No. 5-1 and 5-2 of this Tariff Schedule.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. P. Boyle III Vice President Ashland, Kentucky

TARIFF L. G. S. (Cont'd)  
(Large General Service)

**MONTHLY BILLING DEMAND.**

Billing demand in KVA shall be taken each month as the highest 15-minute integrated peak in kilowatts as registered during the month by a 15-minute integrating demand meter or indicator, or at the Company's option as the highest registration of a thermal type demand meter or indicator, divided by the average monthly power factor established during the month corrected to the nearest KVA. Monthly billing demand established hereunder shall not be less than the customer's contract capacity except that where the customer purchases his entire requirements for electric light, heat and power under this tariff the monthly billing demand shall not be less than 60% of the contract capacity. In no event shall the monthly billing demand be less than 50 KVA.

**MINIMUM CHARGE.**

This tariff is subject to a minimum monthly charge equal to the sum of the service charge plus \$3.01 per KVA of monthly billing demand.

**DELAYED PAYMENT CHARGE.**

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid an additional charge of 5% of the unpaid balance will be made.

**TERM OF CONTRACT.**

Contracts under this tariff will be made for an initial period of not less than 1 year and shall remain in effect thereafter until either party shall give at least 6 months' written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than 1 year.

**SPECIAL TERMS AND CONDITIONS.**

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

This tariff is also available to customers having other sources of energy supply but who desire to purchase service from the Company. Where such conditions exist the monthly billing demand shall not be less than the customer's contract capacity.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. B. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

TARIFF Q. P.  
(Quantity Power)

## AVAILABILITY OF SERVICE.

Available for power service. Customers shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 1,000 KW. The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 KW.

The customer shall own, operate and maintain equipment, including all transformers, and other apparatus necessary for receiving and purchasing electric energy at the voltage of the transmission or distribution line from which service is delivered.

The rate set forth in this tariff is based upon the delivery and measurement of energy at the same voltage.

## RATE.

	Delivery Voltage		
	2.4 KV - 12.5 KV	34.5 KV - 69 KV	Above 69 KV
Service Charge per Month .....	\$276.00	\$662.00	\$1,353.00
Demand Charge per KW .....	\$10.07	\$9.17	\$8.49
Energy Charge per KWH .....	1.865¢	1.824¢	1.803¢

## Reactive Demand Charge

For each kilovar of lagging reactive demand in excess of 50% of the KW of

monthly billing demand ..... \$ .58 per KVAR

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet No. 5-1 and 5-2 of this Tariff Schedule.

## MONTHLY BILLING DEMAND.

The billing demand in KW shall be taken each month as the highest single 15-minute integrated peak in KW as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator. The billing demand shall in no event be less than 60% of the contract capacity of the customer, nor less than 1,000 KW.

The reactive demand in KVARS shall be taken each month as the highest single 15-minute integrated peak in KVARS as registered during the month by a demand meter or indicator or at the Company's option, as the highest registration of a thermal type demand meter or indicator.

## MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the sum of the service charge and the demand charge multiplied by the monthly billing demand.

## DELAYED PAYMENT CHARGE.

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

DATE OF ISSUE \_\_\_\_\_

DATE EFFECTIVE \_\_\_\_\_

ISSUED BY \_\_\_\_\_

C. R. Boyle III  
NAMEVice President  
TITLEAshland, Kentucky  
ADDRESS

TARIFF O. L.  
(Outdoor Lighting)

## AVAILABILITY OF SERVICE.

Available for outdoor lighting to individual customers in locations where municipal street lighting is not applicable.

## MONTHLY RATE.

## A. OVERHEAD LIGHTING SERVICE

- |                                     |                  |
|-------------------------------------|------------------|
| 1. High Pressure Sodium             |                  |
| 100 watts (9,500 Lumens) . . . . .  | \$ 5.74 per lamp |
| 200 watts (22,000 Lumens) . . . . . | \$ 8.69 per lamp |
| 2. Mercury Vapor*                   |                  |
| 175 watts (7,000 Lumens) . . . . .  | \$ 5.55 per lamp |
| 250 watts (11,000 Lumens) . . . . . | \$ 7.36 per lamp |
| 400 watts (20,000 Lumens) . . . . . | \$ 9.28 per lamp |
| 3. Incandescent*                    |                  |
| 189 watts (2,500 Lumens) . . . . .  | \$ 5.60 per lamp |

Company will provide lamp, photo-electric relay control equipment, luminaire and upsweep arm not over six feet in length, and will mount same on an existing pole carrying secondary circuits.

## B. POST-TOP LIGHTING SERVICE

- |  |                  |
|--|------------------|
| 1. Mercury Vapor*                            |                  |
| 175 watts (7,000 Lumens) on 12-foot post . . | \$ 6.43 per lamp |
| 2. High Pressure Sodium                      |                  |
| 100 watts (9,500 Lumens) on 12-foot post . . | \$ 9.92 per lamp |

Company will provide lamp, photo-electric relay control equipment, luminaire, post, and installation including underground wiring for a distance of thirty feet from the Company's existing secondary circuits.

## C. FLOODLIGHTING SERVICE

- |                                     |                  |
|-------------------------------------|------------------|
| 1. High Pressure Sodium             |                  |
| 200 watts (22,000 Lumens) . . . . . | \$10.11 per lamp |
| 400 watts (50,000 Lumens) . . . . . | \$13.96 per lamp |

Company will provide lamp, photo-electric relay control equipment, luminaire, mounting bracket, and mount same on an existing pole carrying secondary circuits.

When new or additional facilities, other than those specified in Paragraphs A, B, and C, are to be installed by the Company, the customer in addition to the monthly charges, shall pay in advance the installation cost (labor and material) of such additional facilities.

\*These lamps are not available for new installations.

The above high pressure sodium rates are applicable to new installations only. Where a customer requests replacement of a mercury vapor lamp with a high pressure sodium lamp, the customer will in addition to the above monthly charge, pay in advance the present value (average retirement cost per lamp size) of the existing mercury lamp installation as follows:

- |   |                   |
|---|-------------------|
| 175 watts (7,000 Lumens) mv lamp (including post top) . . | \$ 63.13 per lamp |
| 250 watts (11,000 Lumens) mv lamp . . . . .               | \$ 84.09 per lamp |
| 400 watts (20,000 Lumens) mv lamp . . . . .               | \$110.71 per lamp |

The present value charges will be reviewed every three (3) years beginning on March 24, 1986.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. B. Boyle III Vice President Ashland, Kentucky  
DATE 11/11/85 ADDRESS \_\_\_\_\_



**TARIFF S.L.**  
(Street Lighting)**AVAILABILITY OF SERVICE.**

Available for lighting service for all the lighting of public streets, public highways and other public outdoor areas in municipalities, counties, and other governmental subdivisions where such service can be supplied from the existing general distribution systems.

**MONTHLY RATE.****A. Overhead Service on Existing Distribution Poles****1. Mercury Vapor \***

100 Watts (3,500 Lumens) . . . . .	\$ 3.65 per lamp	I
175 Watts (7,000 Lumens) . . . . .	4.61 per lamp	I
250 Watts (11,000 Lumens) . . . . .	5.86 per lamp	I
400 Watts (20,000 Lumens) . . . . .	7.00 per lamp	I
700 Watts (30,000 Lumens) . . . . .	10.35 per lamp	I
1,000 Watts (50,000 Lumens) . . . . .	12.58 per lamp	I
4,000 Watts (4-50,000 Lumen Lights on One Pole) . .	34.15 per lamp	I

**2. High Pressure Sodium**

70 Watts (5,800 Lumens) . . . . .	\$ 4.42 per lamp	I
100 Watts (9,500 Lumens) . . . . .	4.95 per lamp	I
150 Watts (16,000 Lumens) . . . . .	5.56 per lamp	I
200 Watts (22,000 Lumens) . . . . .	6.48 per lamp	I
400 Watts (50,000 Lumens) . . . . .	9.02 per lamp	I

**B. Overhead Service on Existing Special Metal or Concrete Poles - "Whiteway"****1. Mercury Vapor \***

400 Watts (20,000 Lumens) . . . . .	\$ 9.59 per lamp	I
700 Watts (30,000 Lumens) . . . . .	13.46 per lamp	I
1,000 Watts (50,000 Lumens) . . . . .	15.68 per lamp	I

**C. Underground Service on Existing Special Metal Pole - Post Top****1. Mercury Vapor \***

175 Watts (7,000 Lumens) . . . . .	\$ 4.60 per lamp	I
------------------------------------	------------------	---

**D. Service on New Wood Distribution Poles****1. High Pressure Sodium**

70 Watts (5,800 Lumens) . . . . .	\$ 7.29 per lamp	I
100 Watts (9,500 Lumens) . . . . .	7.80 per lamp	I
150 Watts (16,000 Lumens) . . . . .	8.43 per lamp	I
200 Watts (22,000 Lumens) . . . . .	9.96 per lamp	I
400 Watts (50,000 Lumens) . . . . .	12.54 per lamp	I

**E. Service on New Metal or Concrete Poles****1. High Pressure Sodium**

70 Watts (5,800 Lumens) . . . . .	\$15.15 per lamp	I
100 Watts (9,500 Lumens) . . . . .	15.69 per lamp	I
150 Watts (16,000 Lumens) . . . . .	16.30 per lamp	I
200 Watts (22,000 Lumens) . . . . .	20.76 per lamp	I
400 Watts (50,000 Lumens) . . . . .	21.73 per lamp	I

Lumen rating is based on manufacturer's rated lumen output for new lamps.

- Ninety (90) days subsequent to the effective date of this tariff, mercury vapor lamps will not be available for new installations.

"Whiteway" is defined as a Street Lighting System where standards for mounting lights carry street lighting units and the street lighting circuit only. No distribution is carried on these standards.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky  
Name Title Address

TARIFF S. L. (Cont'd)  
(Street Lighting)

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this Tariff Schedule. The monthly kilowatt-hours for Fuel Adjustment Clause computations are as follows:

	MERCURY VAPOR							HIGH PRESSURE SODIUM				
	100 Watts	175 Watts	250 Watts	400 Watts	700 Watts	1,000 Watts	4,000 Watts	70 Watts	100 Watts	150 Watts	200 Watts	400 Watts
JAN	56	88	122	194	329	463	1,852	36	51	74	110	210
FEB	47	75	103	164	279	392	1,568	31	43	62	93	178
MAR	46	73	100	160	272	382	1,528	30	42	61	91	173
APR	39	62	86	137	232	326	1,304	26	36	52	77	148
MAY	35	56	77	123	208	293	1,172	23	32	47	69	133
JUN	32	51	71	113	192	269	1,076	21	30	43	64	122
JUL	36	57	78	125	212	297	1,188	23	33	47	71	135
AUG	39	61	84	135	228	321	1,284	25	35	51	76	146
SEP	42	67	92	147	249	349	1,396	27	38	56	83	158
OCT	50	78	108	172	292	411	1,644	32	45	65	97	186
NOV	52	83	114	182	309	434	1,736	34	48	69	103	197
DEC	57	90	124	198	336	472	1,888	37	52	75	112	214

## SPECIAL FACILITIES.

When a customer requests street lighting service which requires special poles or fixtures, underground street lighting, or a line extension of more than one span of approximately 150 feet, the customer will be required to pay, in advance, an aid-to-construction in the amount of the installed cost of such special facilities.

## PAYMENT.

Bills are due and payable at the main or branch offices of the Company within ten (10) days of the mailing date.

## HOURS OF LIGHTING.

Hours of lighting will be approximately 4,000 hours per annum, based on lamps burning from one-half hour after sunset until one-half hour before sunrise, every night and all night.

## EXISTING AGREEMENTS.

Existing street lighting agreements will terminate upon normal expiration date. Fuel Adjustment Clause is applicable to street lighting rates in existing agreements pursuant to the Kentucky Energy Regulatory Commission's Order, [Changed to Public Service Commission March 1, 1981] dated October 31, 1979, in Case No. 7437.

Existing street lighting contracts specify that energy and maintenance only will be furnished to 17-20,000 lumen Mercury Vapor lights in the City of Prestonsburg and 16-20,000 lumen Mercury Vapor lights in the City of Ashland at a monthly rate of \$4.74 each. These lights are mounted on special bridge light standards which do not conform to normal street lighting installations.

Street lighting agreements which were executed prior to filing our present S/L Tariff provided for some 7,000 lumen mercury vapor lights to be billed at \$3.39/month provided they were installed on existing poles. This rate will be increased to \$3.61/month as authorized in Public Service Commission's Case No. 8589.

These special rates are applicable only to present customers as named above and will expire upon termination of existing agreements.

## TERM.

Variable contract, but not less than one (1) year.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. P. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

TARIFF M. W.  
(Municipal Waterworks)

## AVAILABILITY OF SERVICE.

Available only to incorporated cities and towns and authorized water districts and to utility companies operating under the jurisdiction of Public Service Commission of Kentucky for the supply of electric energy to waterworks systems and sewage disposal systems served under this tariff on September 1, 1982, and only for continuous service at the premises occupied by the customer on this date. If service hereunder is discontinued, it shall not again be available.

Customer shall contract with the Company for a reservation in capacity in kilovolt-amperes sufficient to meet with the maximum load which the Company may be required to furnish.

## RATE.

Service Charge . . . . .	\$22.90 per month
Energy Charge	
All KWH Used Per Month . . . . .	5.132¢ per KWH

## PAYMENT.

Bills will be rendered monthly and will be due and payable on or before the 15th day from the date bills are mailed.

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet No. 5-1 and 5-2 of this Tariff Schedule.

## MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the sum of the service charge plus \$3.14 per KVA as determined from customer's total connected load. The minimum monthly charge shall be subject to adjustments as determined under the Fuel Adjustment Clause.

## TERM OF CONTRACT.

Contracts under this tariff will be made for not less than 1 year with self-renewal provisions for successive periods of 1 year each until either party shall give at least 60 days' written notice to the other of the intention to discontinue at the end of any yearly period. The Company will have the right to require contracts for periods of longer than 1 year.

## SPECIAL TERMS AND CONDITIONS.

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is not available to customers having other sources of energy supply.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

TARIFF C.I.P. - T.O.D.  
(Commercial and Industrial Power - Time-of-Day)

**AVAILABILITY OF SERVICE.**

This tariff shall apply to all commercial and industrial customers with normal maximum electrical requirements of 7,500 KW and above. Customers shall contract for a definite amount of electrical capacity in kilowatts which shall be sufficient to meet normal maximum requirements, but in no case shall the capacity contracted for be less than 7,500 KW. The Company may not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts will be made in multiples of 100 KW.

The rate set forth in this tariff is based upon the delivery and measurement of energy at the same voltage.

The customer shall own, operate, and maintain equipment, including all transformers, switches and other apparatus necessary for receiving and purchasing electric energy at the voltage of the transmission or distribution line from which service is delivered.

**RATE.**

	DELIVERY VOLTAGE		
	2.4 KV- 12.5 KV	34.5 KV- 69 KV	ABOVE 69 KV
Service Charge Per Month . . . . .	\$276.00	\$662.00	\$1,353.00
Demand Charge per KW:			
On-peak . . . . .	\$9.43	\$8.61	\$8.05
Off-peak . . . . .	\$2.23	\$1.35	\$1.18
Energy Charge Per KWH . . . . .	1.865¢	1.824¢	1.803¢

**Reactive Demand Charge:**

For each KVAR of reactive demand in excess of 50% of the  
monthly on-peak or off-peak billing demands . . . . . \$ .62 per KVAR

For the purpose of this tariff, the on-peak billing period is defined as 7:00 a.m. to 10:00 p.m. local time, for all weekdays, Monday through Friday. The off-peak billing period is defined as 10:00 p.m. to 7:00 a.m. local time for all weekdays and all hours of Saturday and Sunday.

**FUEL ADJUSTMENT CLAUSE.**

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this tariff schedule.

**MONTHLY BILLING DEMAND.**

The monthly on-peak and off-peak billing demands in KW shall be taken each month as the highest single 15-minute integrated peak in KW as registered by a demand meter during the on-peak and off-peak billing periods, respectively.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by the demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky

TARIFF C.I.P. - T.O.D. (Cont'd)  
(Commercial and Industrial Power - Time-of-Day)

**MINIMUM DEMAND CHARGE.**

The minimum demand charge shall be equal to the minimum billing demand times the following minimum demand rates:

<u>2.4 - 12.5 KV</u>	<u>34.5 - 69 KV</u>	<u>Above 69 KV</u>	
\$10.80	\$9.83	\$9.10	per KW

The minimum demand shall be the greater of 60% of the contract capacity or 60% of the highest billing demand, on-peak or off-peak, recorded during the previous eleven months.

**MINIMUM CHARGE.**

This tariff is subject to a minimum charge equal to the service charge plus the minimum demand charge.

**DELAYED PAYMENT CHARGE.**

This tariff is net if account is paid in full within 15 days of date of bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

**TERM OF CONTRACT.**

Contracts under this tariff will be made for an initial period of not less than 2 years and shall remain in effect thereafter until either party shall give at least 12 months written notice to the other of the intention to terminate the contract. The Company reserves the right to require initial contracts for periods greater than 2 years.

**SPECIAL TERMS AND CONDITIONS.**

This tariff is subject to the Company's Terms and Conditions of Service.

This tariff is available to customers having other sources of energy supply.

This tariff is available for resale service to mining and industrial customers who furnish service to customer-owned camps or villages where living quarters are rented to employees and where the customer purchases power at a single point for both his power and camp requirements.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. R. Boyle III Vice President Ashland, Kentucky  
RAVI YHL ASONTES

TARIFF I.R.P.  
(Interruptible Power)

## AVAILABILITY OF SERVICE.

Available to industrial customers whose plants are located adjacent to existing transmission lines of the Company when the Company has sufficient capacity in generating stations and other facilities to supply the customer's requirements. The Company reserves the right to specify the times at which deliveries hereunder shall commence.

The customer shall contract for a definite amount of electrical capacity which shall be sufficient to meet his normal maximum requirements and the Company shall not be required to supply capacity in excess of that contracted for except by mutual agreement. Contracts hereunder will be made for minimum capacities of 5,000 KW.

The rates set forth in this tariff are based upon the delivery and measurement of energy as the same voltage. Company shall determine and advise customer which of its lines will be utilized to deliver service hereunder and shall specify the voltage thereof.

The customer shall own, operate, and maintain equipment, including all transformers, switches and other apparatus necessary for receiving and purchasing electric energy at the voltage of the transmission or distribution line from which service is delivered.

## RATE.

	DELIVERY VOLTAGE	
	34.5 KV- 69 KV	ABOVE 69 KV
Service Charge per Month	\$ 662.00	\$1,353.00
Demand Charge per KW	\$7.79	\$7.23
Energy Charge per KWH	1.824c	1.803c
Reactive Demand Charge		
For each KVAR of reactive demand in excess of 50% of the KW of monthly billing demand . . . . .		\$ .58 per KVAR

## FUEL ADJUSTMENT CLAUSE.

Bills computed according to the rates set forth herein will be increased or decreased by a Fuel Adjustment Factor per KWH calculated in compliance with the Fuel Adjustment Clause contained in Sheet Nos. 5-1 and 5-2 of this tariff schedule.

## MONTHLY BILLING DEMAND.

The billing demand in KW shall be taken each month as the highest 15-minute integrated peak in KW as registered during the month by a demand meter or indicator, or, at the Company's option, as the highest registration of a thermal type demand meter or indicator. The billing demand shall not be less than 60% of the contract capacity of the customer, nor less than 5,000 KW.

The reactive demand in KVARs shall be taken each month as the highest single 15-minute integrated peak in KVARs as registered during the month by a demand meter or indicator or at the Company's option, as the highest registration of a thermal type demand meter or indicator.

## MINIMUM CHARGE.

This tariff is subject to a minimum monthly charge equal to the sum of the service charge and the demand charge multiplied by the monthly billing demand.

DATE OF ISSUE \_\_\_\_\_ DATE EFFECTIVE \_\_\_\_\_

ISSUED BY C. P. Boyle III Vice President Ashland, Kentucky  
NAME TITLE ADDRESS

If Kentucky Power Company's (KPCo) net revenues from system sales and interchange deliveries, as defined in Paragraph 2 of the Experimental System Sales Clause, for any consecutive 12 month period ending on or after October 31, 1988, equals or exceeds \$13,452,000, as filed by KPCo in Case No. 9061, then the Experimental System Sales Clause will be implemented beginning with the second billing month following the month that such net revenues exceed \$13,452,000.

### Experimental System Sales Clause

1. When the monthly net revenues from system sales and interchange deliveries are above or below the monthly base net revenues from system sales and interchange deliveries, as provided in paragraph 3 below, an additional credit or charge equal to the product of the kWhrs and a system sales adjustment factor (A) shall be made, where "A", calculated to the nearest 0.0001 mill per kilowatthour, is defined as set forth below:

$$\text{System Sales Adjustment Factor (A)} = (.5 [T_m - T_b]) / S_m$$

In the above formula "T" is Kentucky Power Company's (KPCo) monthly net revenues from system sales and interchange deliveries in the current (m) and base (b) periods and "S" is the kWh sales in the current (m) period, all as defined below.

2. The net revenue from American Electric Power (AEP) System deliveries to non-associated companies that are shared by AEP Member Companies, including KPCo, in proportion to their Member Load Ratio and as reported in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 447, Sales for Resale, and Account 555 Purchased Power-Interchange Non Associated Companies shall consist of and be derived as follows:

- (i) KPCo's Member Load Ratio share of total revenues from System sales and interchange deliveries as recorded in Accounts 447 and 555, less
- (ii) KPCo's Member Load Ratio share of total out-of-pocket costs incurred in supplying the power and energy for the deliveries in (i) above.

The out-of-pocket costs include all operating, maintenance, tax, transmission losses and other expenses that would not have been incurred if the power and energy had not been supplied for such deliveries, including demand and energy charges for power and energy supplied by Third Parties.

3. The base monthly net revenues from system sales and interchange deliveries are as follows:

<u>Billing Month</u>	<u>Base Net Revenues from System Sales and Interchange Deliveries (Total Company basis)</u>
January	\$1,382,000
February	1,065,000
March	962,000
April	840,000
May	951,000
June	944,000
July	1,362,000
August	1,305,000
September	1,097,000
October	1,088,000
November	1,089,000
December	1,367,000

4. Sales (S) shall be equated to the sum of (a) generation, (including energy produced by generating plants during the construction period), (b) purchases, and (c) interchange-in, less (d) energy associated with pumped storage operations, less (e) inter-system sales and less (f) total system losses.
5. The system sales adjustment factor shall be based upon estimated monthly revenues and costs for system sales and interchange deliveries, subject to subsequent adjustment upon final determination of actual revenues and costs.
6. The provisions of the Experimental System Sales Clause will be effective for at least one year, but in no event beyond March 31, 1991. From and after the end of one year either the Kentucky Parties (Kentucky Public Service Commission, Kentucky Industrial Utility Customers, Attorney General and Concerned Citizens of Martin County) by unanimous agreement or KPCo may unilaterally terminate the Experimental System Sales Clause by giving notice to the other at least 30 days prior to the termination.