COMMONWEALTH OF KENTUCKY
BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:

The Application of Duke Energy Kentucky,	)	
Inc., for (1) a Certificate of Public	)	
Convenience and Necessity Authorizing	)	
the Construction of an Advanced Metering	)	Case No. 2016-00152
Infrastructure; (2) Request for Accounting	)	
Treatment; and (3) All Other Necessary	)	
Waivers, Approvals, and Relief.	)	

STIPULATION AND RECOMMENDATION

On or about April 25, 2016 Duke Energy Kentucky, Inc., (Duke Energy Kentucky or the Company) filed its application with the Kentucky Public Service Commission (Commission), pursuant to KRS 278.020, and 807 KAR 5:001, Sections 14 and 15, for Certificate of Public Convenience and Necessity (CPCN) for approval to replace and upgrade its existing metering infrastructure by constructing and installing a more advanced system of digital technologies including Advanced Metering Infrastructure (AMI) for its electric and combination electric and natural gas operations and an Automated Meter Reading (AMR) infrastructure for its gas only operations (Metering Upgrade). The Company also requested establishment of equipment depreciation rates for the new metering equipment (15 years for electric AMI meters, and 9 years for gas modules) and approval of the creation of a regulatory asset related to the retirement of existing electric metering equipment, associated inventories and any waivers, approval, and relief necessary to implement the Metering Upgrade and achieve the anticipated functionality. On or about May 10, 2016, the Attorney General of the Commonwealth of Kentucky (Attorney General) filed its motion to intervene, which was subsequently granted by the Commission.

The Attorney General and the Commission Staff have engaged in substantial investigation of the Company's Application by issuing numerous information requests to which the Company has responded.

Duke Energy Kentucky and the Attorney General (the Parties), representing diverse interests and viewpoints, have reached a complete settlement of all the issues raised in this proceeding and have executed this Stipulation and Recommendation (Stipulation) for purposes of submitting their agreement to the Commission for consideration and approval. It is the intent and purpose of the Parties to express their agreement to a mutually satisfactory resolution of all issues in the instant proceeding.

The Parties understand that this Stipulation is not binding upon the Commission, but believe it is entitled to careful consideration by the Commission. The Parties agree that this Stipulation, viewed in its entirety, constitutes a reasonable resolution of all issues in this proceeding.

The Parties request that the Commission issue an Order approving this Stipulation in its entirety pursuant to KRS 278.020, and 807 KAR 5:001, Sections 14 and 15, including granting of the Company's Application as requested and as further modified below. The request is based upon the belief that the Parties' participation in settlement negotiations and the materials on file with the Commission adequately support this Stipulation. Adoption of this Stipulation will eliminate the need for the Commission and the Parties to expend significant resources in litigation of this proceeding and will eliminate the possibility of, and any need for, rehearing or appeals of the Commission's final order herein.

NOW, THEREFORE, for and in consideration of the mutual premises set forth above and the agreements set forth herein, the Parties agree as follows:

1. **Approval of Application.** Duke Energy Kentucky's Application shall be approved as filed and described in Company's Application and Supporting Testimony, except as modified below.

2. **Regulatory Asset**. The Parties agree that Duke Energy Kentucky shall establish a regulatory asset for the actual costs of the balance of the undepreciated value of the existing metering infrastructure upon retirement, including related inventory, as a result of the Metering Upgrade. The Parties agree that in its next base rate case, Duke Energy Kentucky shall propose an amortization period of fifteen years, for this regulatory asset, without carrying charges, for inclusion in the revenue requirement in the Company's electric base rates. Duke Energy Kentucky reserves the right to request carrying costs if the Commission approves an amortization period that is greater than fifteen years for this asset.

3. **Cost Over-runs**.

a. The Parties recognize that Duke Energy Kentucky anticipates filing a base electric rate case no later than December 31, 2019. Although Duke Energy Kentucky does not anticipate any cost-over runs during the Metering Upgrade deployment, in the event such cost-over runs occur, at the time the Company seeks recovery in that future rate case, Duke Energy Kentucky commits that it will specifically identify any such cost-over runs on an itemized basis that is consistent with the itemization contained in Confidential Attachment DLS-4 in this proceeding. Duke Energy Kentucky shall include in its direct testimony an explanation of any such cost over-runs. Duke Energy Kentucky shall bear the burden of proof for prudency of the recovery of any such overruns. The Parties and the Commission maintain all rights to either support or oppose the prudency of any cost over-runs.

b. Duke Energy Kentucky commits that there will be no degradation of the AMI capabilities and operational benefits described in its direct testimony in the event of any cost over-run.

c. Duke Energy Kentucky commits to look for opportunities for additional efficiencies and cost savings through the Metering Upgrade Deployment. The Company shall report on its efforts as part of the six month Metering Upgrade Deployment reporting described in section 8 below.

4. **Operational Benefits**.

a. **Electric**. The Parties agree that in its next base electric rate case, estimated to be filed before December 31, 2019, Duke Energy Kentucky shall make appropriate adjustments to its rate case test period to reflect: 1) the projected deployment costs[1]; 2) ongoing costs of operations; 3) an adjustment to reflect the non-fuel-related portion of the Benefit Type: Increased Revenues reflected in Confidential Exhibit DLS-4; 4) an adjustment to reflect the Operational Savings[2] to date if a historic test year, and, if a forecasted test year, the forecasted Operational Savings that would be obtained during that test year; and 5) a pro-forma adjustment to account for the projected ongoing

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[1] Or actual costs if deployment is completed.

[2] The term "Operational Savings" is defined as the Benefit Types listed in Confidential Exhibit DLS-4 of Expense Reduction; and the Avoided Costs–[operations and maintenance] O&M savings descriptions associated with: i) Avoided restoration costs-OK on arrival; ii) Avoided restoration costs-major storms; iii) Associated with maintenance of TWACS; iv) Associated with Operations of TWACS; and v) Miscellaneous O&M.

Operational Savings as reflected in Confidential Exhibit DLS-4, adjusted to factor in any Operational Savings degradation that may accrue due to the establishment of an electric AMI opt-out tariff as described below. The pro-forma adjustment for the projected Operational Savings calculations shall be in the form of a levelized net present value calculated using the 7.05% as presented in Confidential Exhibit DLS-4 for the projected future Operational Savings which will be factored into the Company's ongoing revenue requirement.

b. **Gas**. The Parties acknowledge that Duke Energy Kentucky does not currently have a natural gas rate case planned during the scope of the Metering Upgrade deployment. In order to provide an opportunity for its natural gas customers to timely receive the anticipated levels of Operational Savings attributed to the natural gas portion of the Metering Upgrade proposal and for the Company to timely recover its deployment costs, the Parties agree that Duke Energy Kentucky will file , as a separate application for Commission review and consideration for approval, a proposal to establish a gas AMI/AMR deployment cost/benefit tracking mechanism. This separate application shall be filed within six months of the Commission approving the Company's CPCN application in this proceeding. The tracking mechanism will be designed to enable, among other things, an opportunity for the Company to timely recover its costs of deployment (i.e., incremental O&M, return, depreciation, amortization of regulatory assets, and property taxes, net of the O&M savings) for the natural gas portion of the Metering Upgrade, the deferral of natural gas metering infrastructure of the regulatory asset established in this proceeding and will factor in the appropriate level of ongoing Operational Savings attributed to reductions in meter reading and other O&M expense that is allocable to natural gas metering operations and attributable to the Metering Upgrade as indicated in Confidential Attachment DLS-4. The gas tracking mechanism, which shall be modeled after the Company's Accelerated Service Line Replacement Rider (Rider ASRP), shall continue with annual adjustments and true-ups until the Company's next natural gas base rate case. The initial application shall include deployment costs and any Operational Savings incurred to date and a projection for the remainder of calendar year 2017 and calendar year 2018. Subsequent annual applications will true-up the actual costs from the previous year and adjust for recovery of the remainder of costs incurred during the year. The Gas AMI rider will cease on the day that new base rates, which will include the gas AMI costs and Operational Savings, will be effective. The Company will propose a smooth transition so as to ensure that costs will not be double recovered and Operational Savings credited are not double counted. The Attorney General agrees that it will support the establishment of the rider mechanism as contemplated in this Stipulation, but reserves the right to support or oppose other aspects of the filing that are yet to be established, such as rate design, return, etc.

5. **Customer Opt-Out Program**. The Parties agree that Duke Energy Kentucky shall implement an Electric AMI Opt-Out Program Tariff for residential customers to be effective at the time of initial AMI deployment. The Opt-Out Program Tariff, included as Appendix A to this Stipulation, includes recovery of fixed and ongoing costs of providing residential customers a voluntary Electric AMI Opt-Out Program. The costs that will initially be established under the rider are as follows:

a. A one-time initial set-up fee of $100; and

b. $25.00 per month ongoing charge for manual meter reading.

To assure customers have multiple opportunities to become aware of the Metering Upgrade project and installation of an AMI meter, Duke Energy Kentucky will include a bill insert for all electric customers notifying them of the Metering Upgrade program and the installation of an AMI meter within the next 18 months. Secondly, this will be followed up with a direct mail postcard via United States Postal Service to the billing address notifying the customer of the Metering Upgrade program and the installation of an AMI meter starting in the following two weeks period. Each of these written notifications will include Company contact information regarding the Metering Upgrade and Opt-Out Program. And thirdly, on the day of the meter installation, the meter installation technician will attempt to make personal notification to customer if they are on site.

Subject to Commission approval of this Opt-Out Program, and during the Metering Upgrade project deployment phase, if prior to the installation of an AMI meter at a customer's premise, any existing residential electric customer elects to participate in the Opt-Out Program, Duke Energy Kentucky will not charge the one-time set-up fee, if the residential electric customer notifies the Company of such election before an AMI meter is installed under this Metering Upgrade. However, those residential customers electing to participate in the Residential Opt-Out Program will still be subject to the $25.00 per month ongoing charge. Following deployment completion, any residential customer who elects to participate in the Opt-Out Program will be assessed the one-time $100 set-up fee in addition to the ongoing monthly charge.

Any costs that are not fully recovered by the Opt-Out Program Tariff for providing the ongoing Opt-Out Program shall be eligible for recovery in Duke Energy

Kentucky's base rates. The Company reserves the right to update the Opt-Out Program Tariff in future electric base rate proceedings if levels of participation change or if actual costs differ from the estimated costs caused by customers electing the Opt-Out. Duke Energy Kentucky shall have the burden of proof for recovery of these costs and will support such costs with a detailed and itemized schedule.

The Parties acknowledge that the provision of an Opt-Out Program was not included in the Company's application and thus is not reflected in the Company's cost-benefit analysis or deployment costs. The incremental non-recurring O&M costs for the information technology solution required to enable this Opt-Out Program is estimated to be an additional $140,000. The Parties agree that Duke Energy Kentucky should be permitted to defer these costs for future base rate recovery. The accounting for this deferral would be to create a Regulatory Asset Account 182.3 and to credit the relevant O&M expenses to be deferred.

The Parties further acknowledge that the creation of the Opt-out Program will have an impact on the Company's cost benefit analysis and the benefits projected. The Parties agree that such incremental costs shall not be considered as cost-over runs and that any savings that cannot be achieved as a result of the Opt-Out Program implementation shall be factored into any base rate case pro-forma adjustments discussed above.

Additionally, the Company shall have the right to refuse or to terminate a customer's participation in the Residential Opt-Out Program in either of the following circumstances:

a. If providing such a service creates a safety hazard to consumers, their premises, the public or the electric utility's personnel or facilities; or

b. If a customer does not allow the electric utility's employees or agents access to the meter at the customer's premises for maintenance, connection/disconnection, or regular meter-reading.

6. **Residential Peak Time Rebate Pilot and Mandatory Residential Demand-Based Charges.**

a. No later than six months from completion of the Metering Upgrade Deployment, Duke Energy Kentucky commits to design and propose for Commission review and approval, a Residential Peak-Time Rebate Voluntary Pilot (PTR Pilot). The intent of the PTR Pilot will be to collect the information from voluntary participants needed to properly evaluate the potential addition of a Peak-Time Rebate program that could be made available to all eligible residential customers. The PTR design to be tested will provide an after-the-fact bill credit to participating residential customers who, after advance notice by the Company, are able to actually lower their energy consumption from that of a defined consumption baseline in response to, and during, defined pricing "events" throughout the year. The yet-to-be determined bill credit will be designed on a cents per kWh basis. Participating customers who do not lower their consumption during those periods will not earn the rebate credit.

So to avoid any negative earnings impacts to Duke Energy Kentucky during the PTR Pilot period, the PTR Pilot shall be designed and approved as a complementary program to the Company's existing energy efficiency and demand response portfolio of programs and shall be vetted through Duke Energy Kentucky's Residential Demand Side

Management (DSM) Collaborative process, of which the Attorney General is a member. Upon Collaborative approval, the PTR Pilot will be filed for Commission review and approval as part of one of the Company's annual DSM portfolio filings. Should the expiration of the six months from completion of the Metering Upgrade deployment not coincide in such a way that the Company can include the PTR Pilot as part of its annual DSM portfolio update filing currently made on or about August 15th, annually, the Company shall file for approval of the PTR Pilot as a separate application.

Upon Commission approval, the incremental costs of developing, and operating the PTR Pilot, as well as any lost fixed revenues, shall be recoverable through Duke Energy Kentucky's annual Rider DSM adjustments so as to prevent any possible erosion of the Company's lost fixed revenues. The PTR Pilot shall be excluded from the shared savings incentive mechanism calculation computed in the annual Rider DSM.

The initial PTR Pilot shall be conducted for a two-year period and will be limited to the first one thousand (1,000) eligible residential customers that enroll in the program for the opportunity to earn rebates by reducing usage during event periods. The PTR Pilot design phase shall also include a recommended marketing plan with annual caps on spending that will be presented to the DSM Collaborative. Duke Energy Kentucky shall market the program to all eligible residential customers for the duration of the program pilot until it is fully subscribed. Eligibility terms and conditions for the pilot will be determined during the pilot design phase. As part of the registration/application process for interested residential customers, the Company will include a self-identification that indicates whether a participating customer has a programmable thermostat. At the conclusion of the two-year pilot period, enrollment will be closed at the existing level and no new customers will added so that Duke Energy Kentucky can have an independent evaluation, measurement and verification (EM&V) study performed to determine the cost-effectiveness and participation results of the PTR Pilot.

Prior to the PTR pilot commencing, the independent third party EM&V evaluator selected shall provide a detailed presentation to Duke Energy Kentucky's DSM Collaborative on the topics of the EM&V protocols and methodologies to be used as well as feedback related to the pilot design. After completion of the pilot, the evaluator will review the pilot results with the DSM Collaborative. In addition to these formal recommendations, the EM&V report will discuss, among other things, the following questions:

- Did the chosen bill credit motivate behavior change?
- Were customers properly identified for the bill credit and paid accordingly?
- Was the marketing campaign successful?
- Were customers effectively educated and motivated to use the program?
- Did event notifications reach the customer such that they could effectively respond to the event?
- What reasonable enhancements, if any, could be made cost effectively to continue the PTR Program?

Duke Energy Kentucky shall submit the results of the EM&V study to the Commission along with recommendations regarding the continuation of the PTR program, the cost effectiveness of the PTR, whether the PTR program participation limitation should be expanded to additional eligible residential customers and small commercial tariffs , whether any reasonable enhancements that should be made to the program for such expansion and cost-effectiveness, or whether it should simply be terminated.

b. Duke Energy Kentucky commits that, unless ordered by the Commission or otherwise required by law, it will not implement a mandatory default residential charge based upon monthly kilowatt demand for at least six years following Commission approval of this Stipulation and Recommendation. This commitment does not foreclose the Company from seeking approval of any voluntary demand-based rates.

7. **Customer Data**. Duke Energy Kentucky commits to allow its customers to have access to their own usage information as part of the Metering Upgrade through the Company's web portal. Customers with AMI devices will have access to interval usage data that the customer will be able to download at regular intervals, which the customer is free to provide to third parties at the customer's discretion. Additionally, Duke Energy Kentucky agrees that at its sole discretion, such discretion not to be unreasonably withheld, it will provide non-customer specific usage data in aggregate form and within reasonable parameters in terms of frequency and format, upon request, to governmental and educational agencies provided such information is solely for educational or research purposes. Duke Energy Kentucky commits to continue developing additional products and to engage customers around their energy consumption.

8. **Annual and Semi-Annual Reporting:** During deployment, and for three years following completion of deployment, Duke Energy Kentucky agrees to provide annual reporting to the Attorney General and the Commission regarding the development and implementation of products and services designed to engage Duke Energy Kentucky's customers around energy consumption. This annual reporting shall include, but is not limited to, the development of Company portal enhancements, flexible billing

programs, and other payment programs. The Company commits to making a monthly usage alert program as described on page 10 of Company witness Weintraub's testimony in this Case as soon as practicable following completion of deployment. .

During deployment and continuing for one year from completion of deployment, Duke Energy Kentucky agrees to provide periodic reporting in six month increments regarding the progress of deployment. This semi-annual reporting shall identify the costs incurred during deployment and as contained in and compared to the projected cost benefit analysis submitted in this case. Duke Energy Kentucky shall also report on various non-financial metrics of benefits that have been achieved during deployment, with context given in terms of percentages of totals, including:

- Number of electric meters installed;
- Number of gas modules installed;
- Number of grid routers installed;
- Number of meter reading routes;
- Failure rate of electric meters;
- Remote routine electric and gas meter reads;
- Remote electric meter disconnection (non-pay);
- Remote connection (non-pay); and
- Remote Read-in/Read-out.

The annual and semi-annual reporting described above shall be filed in written form in this case as part of the post case correspondence.

9. **Utility Reconnection Charges**. Duke Energy Kentucky agrees that in its next base rate proceeding(s), the Company will include a revision to its reconnection

charges to reflect the then-current actual costs, reflecting the availability of the remote disconnection and reconnection technology for electric customers who have advanced meters and have not opted-out.

10. **Future Smart Grid Investments.** Consistent with the Commission's April 13, 2006 Order in Case No. 2012-00428, Duke Energy Kentucky commits that for any future "major AMR or AMI meter investments, distribution grid investments for DA" [Distribution Automation] or "SCADA or volt/var resources" that require a CPCN, the Company will include a detailed cost-benefit analysis similar to what was submitted in this case.[3]

11. **Commission Approval.** The Parties to this Stipulation shall act in good faith and use their best efforts to recommend to the Commission that this Stipulation be accepted and approved. Each Party hereto waives all cross-examination of the witnesses of the other Party hereto except in support of the Stipulation or unless the Commission fails to adopt this Stipulation in its entirety. Each Party further stipulates and recommends that the Application, Exhibits, direct testimony, rebuttal testimony, pleadings and responses to data requests filed in this proceeding be admitted into the record. The Parties further agree and intend to support the reasonableness of this Stipulation before the Commission and to cause their counsel to do the same in this proceeding and in any appeal from the Commission's adoption and/or enforcement of this Stipulation. If the Commission issues an order adopting this Stipulation in its entirety, each of the Parties hereto agrees that it shall file neither an application for rehearing with

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[3] *See In the Matter of Consideration of the Implementation of Smart Grid and Smart Meter Technologies,* Case No. 2012-00428 (Ky.PSC April 13, 2016) at 11 and 30.

the Commission, nor an appeal to the Franklin County Circuit Court with respect to such order.

12. **Effect of Non-Approval.** If the Commission does not accept and approve this Stipulation in its entirety or imposes any additional conditions or requirements upon the signatory Parties, then:

a. Either Party may elect, in writing docketed in this proceeding, within ten days of such Commission Order, that this Stipulation shall be void and withdrawn by the Parties hereto from further consideration by the Commission and none of the Parties shall be bound by any of the provisions herein;

b. Each Party shall have the right, within twenty days of the Commission's order, to file an application for rehearing, including a notice of termination of and withdrawal from the Stipulation; and

c. In the event of such termination and withdrawal of the Stipulation, neither the terms of this Stipulation nor any matters raised during the settlement negotiations shall be binding on any of the signatory Parties to this Stipulation or be construed against any of the signatory Parties. Should the Stipulation be voided or vacated for any reason after the Commission has approved the Stipulation and thereafter any implementation of the terms of the Stipulation has been made, then the Parties shall be returned to the *status quo* existing at the time immediately prior to the execution of this Stipulation.

12. **Commission Jurisdiction.** This Stipulation shall in no way be deemed to divest the Commission of jurisdiction under Chapter 278 of the Kentucky Revised Statutes.

13. **Successors and Assigns.** This Stipulation shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

14. **Complete Agreement.** This Stipulation constitutes the complete agreement and understanding among the Parties hereto, and any and all oral statements, representations or agreements made prior hereto or contained contemporaneously herewith shall be null and void and shall be deemed to have been merged into this Stipulation.

15. **Implementation of Stipulation.** For the purpose of this Stipulation only, the terms are based upon the independent analysis of the Parties to reflect a just and reasonable resolution of the issues herein and are the product of compromise and negotiation. Notwithstanding anything contained in the Stipulation, the Parties recognize and agree that the effects, if any, of any future events upon the operating income of Duke Energy Kentucky are unknown and this Stipulation shall be implemented as written.

16. **Admissibility and Non-Precedential Effect.** Neither the Stipulation 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 terms herein or the approval of this Stipulation. This Stipulation shall not have any precedential value in this or any other jurisdiction.

17. **No Admissions.** Making this Stipulation shall not be deemed in any respect to constitute an admission by any Party hereto that any computation, formula, allegation, assertion or contention made by any other Party in these proceedings is true or valid. Nothing in this Stipulation shall be used or construed for any purpose to imply,

suggest, or otherwise indicate that the results produced through the compromise reflected herein represent fully the objectives of a Party.

18. **Authorizations.** The signatory Parties hereto warrant that they have informed, advised, and consulted with the respective Parties hereto in regard to the contents of the stipulation, and based upon the foregoing, are authorized to execute this Stipulation on behalf of the Parties hereto.

19. **Commission Approval.** This Stipulation is subject to the acceptance of and approval by the Commission.

20. **Interpretation of Stipulation.** This Stipulation is a product of negotiation among all Parties hereto, and no provision of this Stipulation shall be strictly construed in favor of or against any Party.

21. **Counterparts.** This Stipulation may be executed in multiple counterparts.

22. **Future Proceedings.** Nothing in this Stipulation shall preclude, prevent or prejudice any Party hereto from raising any argument/issue or challenging any adjustment in any future natural gas rate case proceeding of Duke Energy Kentucky.

IN WITNESS WHEREOF, this Stipulation has been agreed to effective this _____ day of December 2016. By affixing their signatures below, the undersigned Parties respectfully request the Commission to issue its Order approving and adopting this Stipulation the Parties hereto have hereunto affixed their signatures.

DUKE ENERGY KENTUCKY, INC.

By: ______________________
Rocco D'Ascenzo
Title: Associate General Counsel

ATTORNEY GENERAL OF THE
COMMONWEALTH OF KENTUCKY

By: ______________________
Hon. Lawrence Cook
Title: Assistant Attorney General,
Office of Rate Intervention

RIDER AMO

ADVANCED METER OPT-OUT (AMO) – RESIDENTIAL

APPLICABILITY

Applicable to residential customers served under Rate RS who request an electric meter that does not utilize radio frequency communications to transmit data provided that such a meter is available for use by the Company. At the Company's option, meters to be read manually may be either an advanced meter with the radio frequency communication capability disabled or other non-communicating meter. The meter manufacturer and model chosen to service the customer's premise are at the discretion of the Company and are subject to change at the Company's option, at any time. Rider AMO is optional and is available subject to the Terms and Conditions below.

DEFINITION

"Advanced meter" means any electric meter that meets the pertinent engineering standards using digital technology and is capable of providing two-way communications with the electric utility to provide usage and/or other technical data.

CHARGES

Residential customers who elect, at any time, to opt-out of the Company's advanced metering infrastructure (AMI) system shall pay a one-time fee of $100.00 and a recurring monthly fee of $25.00. During the Metering Upgrade project deployment phase, if prior to an advanced meter being installed at a customer premise, any existing residential electric customer that elects to participate in this opt-out program, Duke Energy Kentucky will not charge the one-time set-up fee, providing the residential electric customer notifies the Company of such election in advance of the advanced meter being installed. Those residential customers electing to participate in this residential opt-out program will be subject to the ongoing $25.00 per month ongoing charge. Following deployment completion, any residential customer who later elects to participate in the Opt-Out Program will be assessed the $100 set-up fee in addition to the ongoing monthly charge.

TERMS AND CONDITIONS

The Company shall have the right to refuse to provide advanced meter opt-out service in either of the following circumstances:

(a) If the customer has a history of meter tampering or unauthorized use of electricity at the current or any prior location.
(b) If such a service creates a safety hazard to consumers or their premises, the public, or the electric utility's personnel or facilities.
(c) If a customer does not allow the electric utility's employees or agents access to the meter at the customer's premises for either maintenance, connection/disconnection, or meter-reading.

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

Issued by authority of an Order by the Kentucky Public Service
<u>Commission dated xxxxxx in Case No. 2016-00152.</u>

Issued: December 6, 2016
Effective: August 1, 2017
Issued by James P. Henning, President /s/ James P. Henning