

Kentucky Utilities Company

One Quality Street
Lexington, Kentucky
www.lge-ku.com

Rates, Terms, and Conditions for Furnishing **ELECTRIC SERVICE**

In all territory served as stated on Tariff Sheet No. 1.2 of this Book

PUBLIC SERVICE COMMISSION OF KENTUCKY

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 1

**General Index
Rates, Terms, and Conditions**

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**General Index
Rates, Terms, and Conditions**

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**General Index
Territory Served**

KU generates and purchases electricity, and distributes and sells electricity at retail in the following counties:

Adair	Edmonson	Jessamine	Ohio
Anderson	Estill	Knox	Oldham
Ballard	Fayette	Larue	Owen
Barren	Fleming	Laurel	Pendleton
Bath	Franklin	Lee	Pulaski
Bell	Fulton	Lincoln	Robertson
Bourbon	Gallatin	Livingston	Rockcastle
Boyle	Garrard	Lyon	Rowan
Bracken	Grant	Madison	Russell
Bullitt	Grayson	Marion	Scott
Caldwell	Green	Mason	Shelby
Campbell	Hardin	McCracken	Spencer
Carlisle	Harlan	McCreary	Taylor
Carroll	Harrison	McLean	Trimble
Casey	Hart	Mercer	Union
Christian	Henderson	Montgomery	Washington
Clark	Henry	Muhlenberg	Webster
Clay	Hickman	Nelson	Whitley
Crittenden	Hopkins	Nicholas	Woodford
Daviess			

All references hereinafter to "territory served" shall be determined by the Counties listed above.

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**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate

RS
Residential Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for single-phase secondary delivery to single family residential service subject to the terms and conditions on Sheet No. 100 of this Tariff. Three-phase service under this rate schedule is restricted to those Customers being billed on this rate schedule as of July 1, 2004.

RATE

Basic Service Charge per day:	\$0.53064				↓
Plus an Energy Charge per kWh:	Infrastructure	Variable	Total		
	\$0.067500	<u>0.06591</u>	\$0.03200	\$0.099500	<u>0.09791</u> I/I

“Variable” shall be the rate comprised of costs, such as fuel, that fluctuate with the production of energy used by customers.

“Infrastructure” shall be the rate comprised of costs associated with meeting system demand that do not fluctuate directly with energy usage as well as the portion of fixed customer-related expenses not recovered in the Basic Service Charge.

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	
Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	
Home Energy Assistance Program	Sheet No. 92	
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DUE DATE OF BILL

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

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Standard Rate

RS
Residential Service

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

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Residential Customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice.

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Residential Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

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TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 6

Standard Rate

RTOD-Energy Residential Time-of-Day Energy Service

APPLICABLE

In the territory served.

AVAILABILITY

Available as an option to Customers otherwise served under Rate RS.

1. Service under this rate schedule is limited to a maximum of five hundred (500) Customers taking service on Rates RTOD-Energy and RTOD-Demand combined that are eligible for Rate RS. Company will accept Customers on a first-come-first-served basis.
2. This service is also available to Customers on Rate GS (where the Rate GS service is used in conjunction with a Rate RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
 - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises,
 - b) natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises.
3. A Customer electing to take service under this rate schedule who subsequently elects to take service under Rate RS may not be allowed to return to this optional rate for twelve (12) months from the date of exiting this rate schedule.

RATE

Basic Service Charge per day:	\$ 0.64 <u>0.53</u>				↓
Plus an Energy Charge per kWh:		Infrastructure	Variable	Total	
Off-Peak Hours:	\$ 0.03312 <u>0.06446</u>	0.03246	\$0.03200	\$ 0.06512 <u>0.21747</u>	R/I/R
On-Peak Hours:	\$ 0.18924 <u>0.21747</u>	0.18547	\$0.03200	\$ 0.22124	

"Variable" shall be the rate comprised of costs, such as fuel, that fluctuate with the production of energy used by customers.

"Infrastructure" shall be the rate comprised of costs associated with meeting system demand that do not fluctuate directly with energy usage as well as the portion of fixed customer-related expenses not recovered in the Basic Service Charge.

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Standard Rate

**RTOD-Energy
 Residential Time-of-Day Energy Service**

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	T
Fuel Adjustment Clause	Sheet No. 85	T
Off-System Sales Adjustment Clause	Sheet No. 88	T
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	T
Home Energy Assistance Program	Sheet No. 92	T
Franchise Fee	Sheet No. 90	T
School Tax	Sheet No. 91	T

RATING PERIODS

The rating periods are established in Eastern Standard Time year-round by season for weekdays and weekends throughout Company's service territory, and shall be as follows:

Summer Months of April through October

	<u>Off-Peak</u>	<u>On-Peak</u>
Weekdays	5 PM - 1 PM	1 PM - 5 PM
Weekends	All Hours	

All Other Months of November continuously through March

	<u>Off-Peak</u>	<u>On-Peak</u>
Weekdays	10 AM - 6 PM and 10 PM - 6 AM	6 AM - 10 AM and 6 PM - 10 PM
Weekends	All Hours	

If a legal holiday falls on a weekday, it will be considered a weekday.

MINIMUM CHARGE

The Basic Service Charge shall be the Minimum Charge.

DUE DATE OF BILL

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

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Standard Rate

RTOD-Energy
Residential Time-of-Day Energy Service

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

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RTOD-Energy Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

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TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional residential rate will not be eligible for Company's Budget Payment Plan. Company shall install metering equipment capable of accommodating the Time-of-Use rate described herein.

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P.S.C. No. 20, Original Sheet No. 7

Standard Rate

RTOD-Demand

Residential Time-of-Day Demand Service

APPLICABLE

In the territory served.

AVAILABILITY

Available as an option to Customers otherwise served under Rate RS.

1. Service under this rate schedule is limited to a maximum of five-hundred (500) Customers taking service on Rates RTOD-Demand and RTOD-Energy combined that are eligible for Rate RS. Company will accept Customers on a first-come-first-served basis.
2. This service is also available as an option to Customers on Standard Rate GS (where the Rate GS service is used in conjunction with a Rate RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
 - a. battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises,
 - b. natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises.
3. A Customer electing to take service under this rate schedule who subsequently elects to take service under Rate RS may not be allowed to return to this optional rate for twelve (12) months from the date of exiting this rate schedule.

RATE

Basic Service Charge per day:	\$0.64 <u>0.53</u>			↓
Plus an Energy Charge per kWh:	Infrastructure	Variable	Total	//I
	\$0.01276	\$0.03200	\$0.04476	
Plus a Demand Charge per kW:				
Base Hours:	\$4.01 <u>3.93</u>			
Peak Hours:	\$10.37 <u>10.16</u>			

"Variable" shall be the rate comprised of costs, such as fuel, that fluctuate with the production of energy used by customers.

"Infrastructure" shall be the rate comprised of costs associated with meeting system demand that do not fluctuate directly with energy usage as well as the portion of fixed customer-related expenses not recovered in the Basic Service Charge.

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Standard Rate

RTOD-Demand
Residential Time-of-Day Demand Service

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	T
Fuel Adjustment Clause	Sheet No. 85	T
Off-System Sales Adjustment Clause	Sheet No. 88	T
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	T
Home Energy Assistance Program	Sheet No. 92	T
Franchise Fee	Sheet No. 90	T
School Tax	Sheet No. 91	T

RATING PERIODS

The rating periods are established in Eastern Standard Time year-round by season for weekdays and weekends throughout Company's service territory, and shall be as follows:

Summer Months of April through October

	<u>Base</u>	<u>Peak</u>
Weekdays	All Hours	1 PM - 5 PM
Weekends	All Hours	

All Other Months of November continuously through March

	<u>Base</u>	<u>Peak</u>
Weekdays	All Hours	6 AM - 10 AM and 6 PM – 10 PM
Weekends	All Hours	

If a legal holiday falls on a weekday, it will be considered a weekday.

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kW demand delivered to the Customer during the 15-minute period of maximum use during the month.

DUE DATE OF BILL

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

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Standard Rate

RTOD-Demand
Residential Time-of-Day Demand Service

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

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RTOD-Demand Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

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TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto. Customers served under this optional residential rate will not be eligible for Company's Budget Payment Plan. Company shall install metering equipment capable of accommodating the Time-of-Use rate described herein.

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Standard Rate

VFD

Volunteer Fire Department Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for single-phase delivery, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. Service under this rate schedule is at the option of Customer with Customer determining whether service will be provided under this schedule or any other schedule applicable to this load.

DEFINITION

To be eligible for this rate a volunteer fire department is defined as:

- 1) having at least 12 members and a chief;
- 2) having at least one firefighting apparatus; and
- 3) half the members must be volunteers.

RATE

Basic Service Charge per day:	\$0.64 0.53				↓
Plus an Energy Charge per kWh:	Infrastructure	Variable	Total		
	\$0.0675 0.06591	\$0.03200	\$0.0995 0.09791		W/W

"Variable" shall be the rate comprised of costs, such as fuel, that fluctuate with the production of energy used by customers.

"Infrastructure" shall be the rate comprised of costs associated with meeting system demand that do not fluctuate directly with energy usage as well as the portion of fixed customer-related expenses not recovered in the Basic Service Charge.

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	
Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DUE DATE OF BILL

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

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Standard Rate

VFD
Volunteer Fire Department Service

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

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Beginning July 1, 2021, Volunteer Fire Department Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

N
N
N
N

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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Standard Rate

GS
General Service

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	T
Fuel Adjustment Clause	Sheet No. 85	T
Off-System Sales Adjustment Clause	Sheet No. 88	T
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	T
Franchise Fee	Sheet No. 90	T
School Tax	Sheet No. 91	T

DETERMINATION OF LOAD

Service hereunder will be metered except when, by mutual agreement of Company and Customer, an unmetered installation is more satisfactory. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.

DETERMINATION OF MAXIMUM LOAD

If Company determines based on Customer's usage history that Customer may be exceeding the maximum load permitted under Rate GS, Company may, at its discretion, equip Customer with a meter capable of measuring demand to determine Customer's continuing eligibility for Rate GS. If Customer is equipped with a demand-measuring meter, Customer's load will be measured and will be the average kW demand delivered to Customer during the 15-minute period of maximum use during the month.

MINIMUM CHARGE

The Basic Service Charge shall be the Minimum Charge.

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

Beginning July 1, 2021, General Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

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GTOD-Energy
General Time-of-Day Energy Service

N

RATING PERIODS

The rating periods applicable are established in Eastern Standard Time year-round by season for weekdays and weekends, throughout Company's service territory, and shall be as follows:

Summer Months of April through October

	<u>Off-Peak</u>	<u>On-Peak</u>
Weekdays	5 PM – 1 PM	1 PM – 5 PM
Weekends	All Hours	

All other months of November continuously through March

	<u>Off-Peak</u>	<u>On-Peak</u>
Weekdays	10 AM – 6 PM and 10 PM – 6 AM	6 AM – 10 AM and 6 PM – 10 PM
Weekends	All Hours	

If a legal holiday falls on a weekday, it will be considered a weekday.

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

Beginning July 1, 2021, General Time-of-Day Energy Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

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P.S.C. No. 20, Original Sheet No. 12

Standard Rate

GTOD-Demand

N

General Time-of-Day Demand Service

APPLICABLE

In all territory served.

AVAILABILITY

Available to GS Customers participating in the Demand-Side Management (“DSM”) program titled Non-Residential Advanced Metering Systems Incentive on Sheet No. 86.6.

A Customer electing to take service under this rate schedule who subsequently elects to take service under the standard rate GS will not be allowed to return to this rate for 12 months from the date of exiting this rate schedule.

RATE

Basic Service Charge per day:	\$1.35 single-phase service		
	\$2.15 three-phase service		
Plus an Energy Charge per kWh:	Infrastructure	Variable	Total
	\$0.03663	\$0.03253	\$0.06916
Plus a Demand Charge per kW:			
Base Hours:	\$ 5.47		
Peak Hours:	\$ 14.16		

“Variable” shall be the rate comprised of costs, such as fuel, that fluctuate with the production of energy used by customers.

“Infrastructure” shall be the rate comprised of costs associated with meeting system demand that do not fluctuate directly with energy usage as well as the portion of fixed customer-related expenses not recovered in the Basic Service Charge

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Economic Relief Surcredit	Sheet No. 89
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

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Standard Rate

GTOD-Demand
General Time-of-Day Demand Service

N

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kW demand delivered to Customer during the 15-minute period of maximum use during the appropriate rating period each month.

RATING PERIODS

The rating periods applicable are established in Eastern Standard Time year-round by season for weekdays and weekends, throughout Company's service territory, and shall be as follows:

Summer Months of April through October

	<u>Base</u>	<u>Peak</u>
Weekdays	All Hours	1 PM - 5 PM
Weekends	All Hours	

All Other Months of November continuously through March

	<u>Base</u>	<u>Peak</u>
Weekdays	All Hours	6 AM - 10 AM and 6 PM – 10 PM
Weekends	All Hours	

If a legal holiday falls on a weekday, it will be considered a weekday.

MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

Beginning July 1, 2021, General Time-of-Day Demand Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto. Customer must allow regular access to metering equipment for meter reading purposes.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

AES
All Electric School

APPLICABLE

In all territory served.

AVAILABILITY

Service under this rate is available for secondary and primary service to:

1. a complex of school buildings on a central campus;
2. an individual school building; or
3. an addition to an existing school building.

School buildings, as referred to herein, shall be defined as buildings used as classrooms, laboratories, gymnasiums, libraries, cafeterias, school related offices or for other bona fide school purposes by duly constituted school authorities of Kentucky. Served electrically by Kentucky Utilities Company, such energy requirements include, but are not limited to, lighting, heating, cooling, and water heating. School buildings not receiving every energy requirement electrically shall be separately metered from the above defined service and served under the applicable rate. Other fuels may be used as incidental to and for instructional laboratory and other miscellaneous purposes without affecting the availability of this rate.

At those locations where the school owns its distribution system and makes the service connections to the various buildings and/or load centers, Company shall be given the option of providing service by use of the existing Customer-owned distribution system, or of constructing its own facilities in accordance with Company's Overhead Construction Standards. In any event, Company's investment in the facilities it provides may be limited to an amount not exceeding twice the estimated annual revenue from Customer's service. Should Company's investment in the facilities required to provide service to Customer exceed twice the revenue anticipated from the service to Customer and at Customer's option, Customer may make a contribution for the difference in the investment required in facilities necessary to provide service and twice the anticipated revenue, so as to receive service under this schedule.

This rate schedule is not available to privately operated kindergartens or daycare centers and is restricted to those Customers who were qualified for and being served on Rate AES as of July 1, 2011. Because this rate schedule is closed to new Customers, if Customer is taking service under this rate schedule and subsequently elects to take service under another rate schedule, Customer may not again take service under this rate schedule.

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DATE OF ISSUE: June XX, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

**AES
All Electric School**

RATE

Basic Service Charge per day:	\$ 2.80 single-phase service			T
	\$ 4.60 three-phase service			T
Plus an Energy Charge per kWh:	Infrastructure	Variable	Total	T
	\$0.068560 <u>\$0.06506</u>	\$0.03223	\$0.10079	T//I/I
	<u>0.09729</u>			

“Variable” shall be the rate comprised of costs, such as fuel, that fluctuate with the production of energy used by customers. T

“Infrastructure” shall be the rate comprised of costs associated with meeting system demand that do not fluctuate directly with energy usage as well as the portion of fixed customer-related expenses not recovered in the Basic Service Charge. T

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	
Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	

MINIMUM CHARGE

The Basic Service Charge shall be the Minimum Charge.

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

If full payment is not received by the due date of the bill, a 3% late payment charge will be assessed on the current month's charges.

Beginning July 1, 2021, All-Electric School Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing. N

DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

**PS
Power Service**

APPLICABLE

In all territory served.

AVAILABILITY

Available for secondary or primary service and limited to Customers whose twelve (12) month-average monthly minimum secondary loads exceed 50 kW and whose twelve (12) month-average monthly maximum loads do not exceed 250 kW.

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GRANDFATHERING

Any Customer that (a) took service under this rate schedule on July 1, 2021, and (b) took service under P.S.C. 13, Fourth Revision of Original Sheet No. 20, Large Power Service, or Fourth Revision of Original Sheet No. 30, Mine Power Service, on February 6, 2009, is considered "grandfathered" and may continue to take service under this rate schedule until the Customer ceases to be grandfathered.

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A grandfathered Customer that elects to take service under another rate schedule after July 1, 2021, ceases to be grandfathered. If such Customer later desires to take service under this rate schedule, Customer may do so only if Customer meets the Availability requirements.

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A grandfathered Customer that meets the Availability requirements of this rate schedule on July 1, 2021, based on Customer's usage for the 12 months ending June 30, 2021, ceases to be grandfathered and may continue to take service under this rate schedule only if Customer meets the Availability requirements.

N
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N

RATE

	Secondary	Primary	
Basic Service Charge per day:	\$2.96	\$7.89	
Plus an Energy Charge per kWh:	\$0.03248	\$0.03214	R/I
Plus a Demand Charge per kW:			
Summer Rate:			
(Five Billing Periods of May through September)	\$26.57 25.42	\$26.52 25.38	I/I
Winter Rate:			
(All other months)	\$23.80 22.76	\$23.80 22.78	I/I

- Where the monthly billing demand is the greater of:
- a. the maximum measured load in the current billing period but not less than 50 kW for secondary service or 25 kW for primary service, or
 - b. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, or
 - c. if applicable, a minimum of 60% of the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

PS
Power Service

ADJUSTMENT CLAUSES

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

.....	Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	
.....	Fuel Adjustment Clause	Sheet No. 85	
	Off-System Sales Adjustment Clause	Sheet No. 88	
	Economic Relief Surcredit	Sheet No. 89	N
	Environmental Cost Recovery Surcharge	Sheet No. 87	
	Franchise Fee	Sheet No. 90	
	School Tax	Sheet No. 91	

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kW demand delivered to the Customer during the 15-minute period of maximum use during the month.

Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed based on the measured kVA times ninety (90) percent of the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than ninety (90) percent in accordance with the following formula: (based on power factor measured at the time of maximum load).

$$\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in percent)}}$$

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

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

Beginning July 1, 2021, Power Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing. N
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TERM OF CONTRACT

Contracts under this rate may be required for an initial term of one (1) year, remaining in effect from month to month thereafter until terminated by notice of either party to the other. T

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DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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

Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX

Standard Rate

**PS
Power Service**

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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T

DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

TODS

Time-of-Day Secondary Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for secondary service to Customers whose twelve (12) month-average monthly minimum loads exceed 250 kVA, and whose twelve (12) month-average monthly maximum loads do not exceed 5,000 kVA.

RATE

Basic Service Charge per day:	\$7.32	I
Plus an Energy Charge per kWh:	\$0.032100 <u>0.02932</u>	I
Plus a Maximum Load Charge per kVA:		
Peak Demand Period:	\$8,258.31	R
Intermediate Demand Period:	\$6,646.68	R
Base Demand Period:	\$3.25	I

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

1. the maximum measured load in the current billing period, or
2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

1. the maximum measured load in the current billing period but not less than 250 kVA, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	
Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

**TODS
Time-of-Day Secondary Service**

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kVA demand delivered to Customer during the 15-minute period of maximum use during the appropriate rating period each month.

RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year-round by season for weekdays and weekends throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

All other months of October continuously through April

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

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

Beginning July 1, 2021, Time-of-Day Secondary Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing. N
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DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

**TODS
Time-of-Day Secondary Service**

TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the Customer's requirements for service.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate

TODP

Time-of-Day Primary Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for primary service to Customers whose twelve (12) month-average monthly minimum demands exceed 250 kVA, and whose new or additional load receives any required approval of Company's transmission operator.

RATE

Basic Service Charge per day:	\$10.84 <u>10.77</u>	R
Plus an Energy Charge per kWh:	\$0.031280 <u>0.02573</u>	↓
Plus a Maximum Load Charge per kVA:		
Peak Demand Period:	\$8.369 <u>25</u>	R
Intermediate Demand Period:	\$6.74 <u>7.43</u>	R
Base Demand Period:	\$2.79	I

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

1. the maximum measured load in the current billing period, or
2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

1. the maximum measured load in the current billing period but not less than 250 kVA, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	
Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

**TODP
Time-of-Day Primary Service**

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kVA demand delivered to the Customer during the 15-minute period of maximum use during the appropriate rating period each month.

Customers who own and operate onsite generation of one (1) MW or larger that is not for emergency backup will be provided a 60-minute exemption from measuring load for billing purposes following a Company-system fault, but not a Company energy spike, a fault on a Customer's system, or other causes or events that result in the Customer's generation coming offline. The 60-minute exemption will begin after Company's SCADA system indicates service has been restored.

RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year-round by season for weekdays and weekends throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

All other months of October continuously through April

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

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

Beginning July 1, 2021, Time-of-Day Primary Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

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DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

TODP

Time-of-Day Primary Service

TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the Customer's requirements for service.

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TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX

Standard Rate

RTS

Retail Transmission Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for transmission service to any Customer: (1) who has a twelve (12) month-average monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator.

RATE

Basic Service Charge per day:	\$49.28	
Plus an Energy Charge per kWh:	<u>\$0.030660.02513</u>	↓
Plus a Maximum Load Charge per kVA:		
Peak Demand Period:	<u>\$8.049.01</u>	↑↑
Intermediate Demand Period:	<u>\$6.467.23</u>	↑↑
Base Demand Period:	\$2.16	↓

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

1. the maximum measured load in the current billing period, or
2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

1. the maximum measured load in the current billing period but not less than 250 kVA, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	
Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	

DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

RTS
Retail Transmission Service

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kVA demand delivered to the Customer during the 15-minute period of maximum use during the appropriate rating period each month.

Customers who own and operate onsite generation of one (1) MW or larger that is not for emergency backup will be provided a 60-minute exemption from measuring load for billing purposes following a Company-system fault, but not a Company energy spike, a fault on a Customer’s system, or other causes or events that result in the Customer’s generation coming offline. The 60-minute exemption will begin after Company’s SCADA system indicates service has been restored.

RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year-round by season for weekdays and weekends throughout Company’s service area, and shall be as follows:

<u>Summer peak months of May through September</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		
<u>All other months of October continuously through April</u>			
	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

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

Beginning July 1, 2021, Retail Transmission Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing. N
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DATE OF ISSUE: June XX, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

RTS
Retail Transmission Service

TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the Customer's requirements for service.

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TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX

Standard Rate

FLS
Fluctuating Load Service

APPLICABLE

In all territory served.

AVAILABILITY

Available for primary or transmission service to Customers up to an aggregate of two hundred (200) MVA for all Customers taking service under this schedule and under the Fluctuating Load Service Rate FLS schedule of Louisville Gas and Electric Company. This schedule is restricted to individual Customers whose monthly demand is twenty (20) MVA or greater. A Customer is defined as a fluctuating load if that Customer's load either increases or decreases twenty (20) MVA or more per minute or seventy (70) MVA or more in ten (10) minutes when such increases or decreases exceed one (1) occurrence per hour during any hour of the billing month.

Subject to the above aggregate limit of two hundred (200) MVA, this schedule is mandatory for all Customers whose load is defined as fluctuating and not served on another rate schedule as of July 1, 2004.

BASE RATE

	<u>Primary</u>	<u>Transmission</u>	
Basic Service Charge per day:	\$40.84 <u>10.77</u>	\$49.28	R
Plus an Energy Charge per kWh:	\$0.03128	\$0.03051	I/I
Plus a Maximum Load Charge per kVA:			
Peak Demand Period:	\$7.518.26	\$4.353.80	I/RR/R
Intermediate Demand Period:	\$6.545.94	\$2.773.17	I/RR/R
Base Demand Period:	\$2.93	\$1.49	I/I

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

1. the maximum measured load in the current billing period, or
2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

1. the maximum measured load in the current billing period but not less than 20,000 kVA, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

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State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

**FLS
Fluctuating Load Service**

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Economic Relief Surcredit	Sheet No. 89
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

N

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kVA demand delivered to the Customer during the 5-minute period of maximum use during the appropriate rating period each month.

RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year-round by season for weekdays and weekends throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	10 A.M. – 10 P.M.	1 P.M. – 7 P.M.
Weekends	All Hours		

All other months of October continuously through April

	<u>Base</u>	<u>Intermediate</u>	<u>Peak</u>
Weekdays	All Hours	6 A.M. – 10 P.M.	6 A.M. – 12 Noon
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

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

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

FLS
Fluctuating Load Service

LATE PAYMENT CHARGE (Continued)

Beginning July 1, 2021, Fluctuating Load Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing.

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TERM OF CONTRACT

Unless terminated by mutual agreement, the initial term of contract for service shall be for a fixed term of five (5) years with successive one (1) year term renewal until canceled by either party giving at least one (1) year written notice to the other prior to the end of the initial term or the then current annual renewal period, as applicable.

PROTECTION OF SERVICE

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other undesirable electrical characteristics produced by Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to Customer in accordance with 807 KAR 5:006, Section 15(1)(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at Customer's expense.

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Standard Rate

FLS
Fluctuating Load Service

SYSTEM CONTINGENCIES AND INDUSTRY SYSTEM PERFORMANCE CRITERIA

Company reserves the right to interrupt up to 95% of Customer’s load to facilitate Company compliance with system contingencies and with electric industry performance criteria. Customer shall permit Company to install electronic equipment and associated real-time metering to permit Company interruption of Customer’s load. Such equipment will immediately notify Customer five (5) minutes before an electronically initiated interruption that will begin immediately thereafter and last no longer than ten (10) minutes nor shall the interruptions exceed twenty (20) per month. Such interruptions will not be accumulated nor credited against annual hours, if any, under either Rider CSR-1 or CSR-2. Company’s right to interrupt under this provision is restricted to responses to unplanned outage or de-rates of LG&E and KU Energy LLC System (“LKE System”) owned or purchased generation or when Automatic Reserve Sharing is invoked. LKE System, as used herein, shall consist of KU and LG&E. At Customer’s request, Company shall provide documentation of the need for interruption under this provision within sixty (60) days of the end of the applicable billing period.

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LIABILITY

In no event shall Company have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that Customer’s use of Company’s service causes damage to Company’s property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

TERMS AND CONDITIONS

Service will be furnished under Company’s Terms and Conditions applicable hereto.

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2020-00349 dated XXXX**

Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 35

Standard Rate

LS Lighting Service

APPLICABLE

In all territory served.

AVAILABILITY

Available under the conditions set out hereinafter for lighting applications such as, but not limited to, the illumination of streets, driveways, yards, lots, and other outdoor areas where secondary voltage of 120/240 is available.

Service will be provided under written contract, signed by Customer prior to service commencing, when additional facilities are required, when the installation includes new underground-fed lights, when the installation includes three (3) or more overhead-fed lights, or when Customer requests conversion to LED.

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OVERHEAD SERVICE

Based on Customer's lighting choice, Company will furnish, own, install, and maintain the lighting unit. A basic overhead service includes lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only).

RATE

Rate Code	Type of Fixture	Lumen Range	kW Per Light	Monthly Charge Fixture Only	
Light Emitting Diode (LED)					
390	Cobra Head	6,000-8,200	0.071	\$ 9.58	R
391	Cobra Head	13,000-16,500	0.122	\$11.55	R
392	Cobra Head	22,000-29,000	0.194	\$14.86	R
393	Open Bottom	4,500-6,000	0.048	\$ 7.84	R
KC1	Cobra Head	2,500-4,000	0.022	\$ 8.25	R
KC3	Cobra Head	4,000-6,000	0.039	\$ 8.76	N
KF1	Directional (Flood)	4,500-6,000	0.030	\$10.80	R
KF2	Directional (Flood)	14,000-17,500	0.096	\$12.70	R
KF3	Directional (Flood)	22,000-28,000	0.175	\$15.06	R
KF4	Directional (Flood)	35,000-50,000	0.297	\$21.83	R
Wood Pole					
PK5				\$8.61	N

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Standard Rate

**LS
Lighting Service**

UNDERGROUND SERVICE

Based on Customer's lighting choice, Company will furnish, own, install, and maintain poles, fixtures, and any necessary circuitry up to 200 feet. All poles and fixtures furnished by Company will be standard stocked materials. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for underground installation.

RATE

Rate Code	Type of Fixture	Lumen Range	kW Per Light	Fixture Charge	
Light Emitting Diode (LED)					
KC2	Cobra Head	2,500-4,000	0.022	\$ 4.03	I
KC4	Cobra Head	4,000-6,000	0.039	\$ 4.53	N
396	Cobra Head	6,000-8,200	0.071	\$ 5.35	I
397	Cobra Head	13,000-16,500	0.122	\$ 7.33	I
398	Cobra Head	22,000-29,000	0.194	\$10.64	I
399	Colonial, 4-Sided	4,000-7,000	0.044	\$ 7.14	R
KA1	Acorn	4,000-7,000	0.040	\$ 8.69	R
KN1	Contemporary	4,000-7,000	0.057	\$ 6.81	R
KN2	Contemporary	8,000-11,000	0.087	\$ 8.16	I
KN3	Contemporary	13,500-16,500	0.143	\$10.05	I
KN4	Contemporary	21,000-28,000	0.220	\$14.59	I
KN5	Contemporary	45,000-50,000	0.380	\$20.29	R
KF5	Directional (Flood)	4,500-6,000	0.030	\$ 8.18	I
KF6	Directional (Flood)	14,000-17,500	0.096	\$10.09	I
KF7	Directional (Flood)	22,000-28,000	0.175	\$12.44	I
KF8	Directional (Flood)	35,000-50,000	0.297	\$19.22	I
KV1	Victorian	4,000-7,000	0.079	\$21.70	N

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Standard Rate

**LS
Lighting Service**

Colonial and Acorn "Post Top" lights must include one of two pole options, a Decorative Smooth pole charge or a Historic Fluted pole charge. Underground fed Cobra and Contemporary LEDs must include a Cobra pole charge or Contemporary pole charge, respectively. The Underground fed Directional (Flood) LEDs must include a Cobra or Contemporary pole charge. The Victorian "Post Top" light must include a Historic Fluted pole charge.

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Pole Charges

Rate Code	Pole Type	Monthly Pole Charge
PK1	Cobra	\$12.77
PK2	Contemporary	\$11.81
PK3	Post Top – Decorative Smooth	\$ 8.77
PK4	Post Top – Historic Fluted	\$14.67

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CONVERSION FEE

Customer will be required to pay either a one-time conversion fee or a monthly conversion fee for 60 months if Customer requests to change current functioning non-LED fixture to an LED fixture. This conversion fee represents the remaining book value of the current working non-LED fixture.

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One-Time Conversion Fee: \$197.16
 Monthly Conversion Fee: ~~\$3,295.01~~ per month for 60 months

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Standard Rate

**LS
Lighting Service**

DUE DATE OF BILL

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill. Billing for this service to be made a part of bill rendered for other electric service.

DETERMINATION OF ENERGY CONSUMPTION

The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.

ADJUSTMENT CLAUSES

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

Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	

TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required, when the installation includes new underground-fed lights, when the installation includes three (3) or more overhead-fed lights, or when Customer requests conversion to LED. Cancellation by Customer prior to the initial five (5) year term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

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TERMS AND CONDITIONS

1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
2. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults. Company shall initiate service corrections within two (2) business days after such notification by Customer.
3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
4. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.

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Standard Rate

LS
Lighting Service

TERMS AND CONDITIONS (continued)

- 5. If any permit is required from any municipal or other governmental authority with respect to installation and use of any of the lighting units provided hereunder, Company will seek such permits, but the ultimate responsibility for obtaining the permit belongs with Customer. T
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- 6. If Customer requests the removal of an existing Restricted Lighting Service (RLS) lighting system, Customer may be required to pay Conversion Fee if Customer requests installation of LED replacement within five (5) years of the removal. T
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- 7. Temporary suspension of lighting service is not permitted. Upon permanent discontinuance of service, lighting units and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.
- 8. Should Customer request underground service, Customer shall make a non-refundable cash contribution prior to the time of installation, or, at the option of Company, make a work contribution to Company for the difference in the installed cost of the system requested and the cost of the overhead lighting system.

Where the location of existing poles is not suitable or where there are no existing poles for mounting of lights, and Customer requests service under these conditions, Company may furnish the requested facilities at an additional charge to be determined under the Excess Facilities Rider.

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Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 36

Standard Rate

RLS
Restricted Lighting Service

APPLICABLE

In all territory served.

AVAILABILITY

Availability is restricted to those lighting fixtures/poles in service as of July 1, 2021. Spot replacements will not be available for High Pressure Sodium, Metal Halide, Mercury Vapor and Incandescent rate codes.

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In the event restricted fixtures/poles fail, Customer will be given the choice of having Company remove the failed fixture/pole or having Company replace the failed fixture/pole with a comparable LED fixture/pole.

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Units marked with an asterisk (*) are not available for use in residential neighborhoods except by municipal authorities.

OVERHEAD SERVICE

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 150 feet of conductor per fixture on existing wood poles (fixture only).

RATE

Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Monthly Charge	
				Fixture Only	Fixture and Pole

High Pressure Sodium

461/471	Cobra Head	4,000	0.060	\$ 9.59 9.58	\$ 13.10	I/I
462/472	Cobra Head	5,800	0.083	10.71 10.72	14.59 14.60	I/I
463/473	Cobra Head	9,500	0.117	11.06	15.16 15.17	I/I
464/474	Cobra Head	22,000*	0.242	17.15 17.16	21.55 21.56	I/I
465/475	Cobra Head	50,000*	0.471	27.03 27.04	29.97 29.98	I/I
409	Cobra Head	50,000	0.471	14.84		I
426	Open Bottom	5,800	0.083	9.32		I
428	Open Bottom	9,500	0.117	9.50 9.51		I
487	Directional (Flood)	9,500	0.117	10.90		I
488	Directional (Flood)	22,000*	0.242	16.47 16.48		I
489	Directional (Flood)	50,000*	0.471	23.16 23.17		I

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Standard Rate

RLS
Restricted Lighting Service

OVERHEAD SERVICE (continued)

RATE					Monthly Charge		
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Fixture Only	Fixture and Pole		
Metal Halide							
450/454	Directional (Flood)	12,000*	0.150	\$17.40 <u>17.41</u>	\$22.44		I/I
455	Directional (Flood)	32,000*	0.350		29.32 <u>29.31</u>		I
452/459	Directional (Flood)	107,800*	1.080	50.12 <u>50.14</u>	55.15 <u>55.17</u>		I/I
451	Directional (Flood)	32,000*	0.350	24.28 <u>24.29</u>			I
Mercury Vapor							
446/456	Cobra Head	7,000	0.207	\$11.81 <u>11.82</u>	\$14.11 <u>14.12</u>		I/I
447/457	Cobra Head	10,000	0.294	13.93	15.87 <u>15.88</u>		I/I
448/458	Cobra Head	20,000	0.453	15.14 <u>15.15</u>	17.76		I/I
404	Open Bottom	7,000	0.207	12.56			I
Incandescent							
421	Tear Drop	1,000	0.102	\$ 4.03			I
422	Tear Drop	2,500	0.201	5.22			I
424	Tear Drop	4,000	0.327	7.96			I
425	Tear Drop	6,000	0.447	10.36			I

Where the location of existing poles was not suitable, or where there were no existing poles for mounting of lights, and Customer requested service under these conditions, Company may have furnished the requested facilities at an additional charge determined under the Excess Facilities Rider.

UNDERGROUND SERVICE

Based on Customer's lighting choice, Company has furnished, installed, and maintained the lighting unit complete with lamp, fixture, photoelectric control, mast arm, and, if needed, up to 200 feet of conductor per fixture on appropriate poles.

RATE					Monthly Charge	
Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Pole Type		
Metal Halide						
460	Directional (Flood)	12,000	0.150	Decorative Smooth	\$33.36 <u>33.38</u>	I
469	Directional (Flood)	32,000	0.350	Decorative Smooth	39.29 <u>39.30</u>	I
470	Directional (Flood)	107,800*	1.080	Decorative Smooth	64.88 <u>64.90</u>	I

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Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 36.2

Standard Rate

**RLS
Restricted Lighting Service**

UNDERGROUND SERVICE (continued)

RATE

Rate Code	Type of Fixture	Approximate Lumens	kW Per Light	Pole Type	Monthly Charge
Metal Halide (continued)					
490	Contemporary	12,000*	0.150	Fixture Only	\$18.80 <u>18.81</u>
491	Contemporary	32,000*	0.350	Fixture Only	\$26.26 <u>26.27</u>
493	Contemporary	107,800*	1.080	Fixture Only	\$53.96 <u>53.98</u>
494	Contemporary	12,000*	0.150	Decorative Smooth	\$33.57 <u>33.58</u>
495	Contemporary	32,000*	0.350	Contemporary	\$41.26 <u>41.27</u>
496	Contemporary	107,800*	1.080	Decorative Smooth	\$68.74 <u>68.74</u>
High Pressure Sodium					
440	Acorn	4,000	0.060	Decorative Smooth	\$17.33
410	Acorn	4,000	0.060	Historic Fluted	\$24.69 <u>24.70</u>
401	Acorn	5,800	0.083	Decorative Smooth	\$18.45 <u>18.46</u>
411	Acorn	5,800	0.083	Historic Fluted	\$26.21 <u>26.22</u>
420	Acorn	9,500	0.117	Decorative Smooth	\$18.78 <u>18.79</u>
430	Acorn	9,500	0.117	Historic Fluted	\$26.67 <u>26.68</u>
466	Colonial	4,000	0.060	Decorative Smooth	\$12.06
412	Coach	5,800	0.083	Decorative Smooth	\$36.30 <u>36.32</u>
413	Coach	9,500	0.117	Decorative Smooth	\$36.49 <u>36.50</u>
467	Colonial	5,800	0.083	Decorative Smooth	\$13.61 <u>13.62</u>
468	Colonial	9,500	0.117	Decorative Smooth	\$13.80
492	Contemporary	5,800	0.083	Fixture Only	\$18.39
476	Contemporary	5,800	0.083	Contemporary	\$20.76
497	Contemporary	9,500	0.117	Fixture Only	\$18.09 <u>18.10</u>
477	Contemporary	9,500	0.117	Contemporary	\$25.44 <u>25.45</u>
498	Contemporary	22,000*	0.242	Fixture Only	\$21.14 <u>21.15</u>
478	Contemporary	22,000*	0.242	Contemporary	\$32.77 <u>32.78</u>
499	Contemporary	50,000*	0.471	Fixture Only	\$25.49 <u>25.50</u>
479	Contemporary	50,000*	0.471	Contemporary	\$40.25 <u>40.27</u>
300	Dark Sky	4,000	0.060	Decorative Smooth	\$26.56 <u>26.57</u>
301	Dark Sky	9,500	0.117	Decorative Smooth	\$27.64
414	Victorian	5,800	0.083	Fixture Only	\$36.34 <u>36.33</u> N/I
415	Victorian	9,500	0.117	Fixture Only	\$36.48 <u>36.49</u> N/I

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State Regulation and Rates
Lexington, Kentucky

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2020-00349 dated XXXX**

Standard Rate

RLS
Restricted Lighting Service

DUE DATE OF BILL

Payment is due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill. Billing for this service to be made a part of the bill rendered for other electric service.

DETERMINATION OF ENERGY CONSUMPTION

The kilowatt-hours will be determined as set forth on Sheet No. 67 of this Tariff.

ADJUSTMENT CLAUSES

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

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Economic Relief Surcredit	Sheet No. 89
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

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TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required. Cancellation by Customer prior to the initial five (5) year term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

TERMS AND CONDITIONS

1. Service shall be furnished under Company's Terms and Conditions, except as set out herein.
2. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults. Company shall initiate service corrections within two (2) business days after such notification by Customer.
3. Customer shall be responsible for the cost of fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts. Company may decline to provide or continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
4. Company shall have the right to make other attachments and to further extend the conductors, when necessary, for the further extension of its electric service.
5. Temporary suspension of lighting service is not permitted. Upon permanent discontinuance of service, lighting units and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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Lexington, Kentucky

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Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

LE

Lighting Energy Service

APPLICABLE

In all territory served.

AVAILABILITY

Available to municipalities, county governments, divisions or agencies of the state or Federal governments, civic associations, and other public or quasi-public agencies for service to public street and highway lighting systems, where the municipality or other agency owns and maintains all street lighting equipment and other facilities on its side of the point of delivery of the energy supplied hereunder.

RATE

\$0.07178 per kWh

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ADJUSTMENT CLAUSES

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

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Economic Relief Surcredit	Sheet No. 89
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

N

DUE DATE OF BILL

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

CONDITIONS OF DELIVERY

1. Service hereunder will be metered except when, by mutual agreement of Company and Customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption taking into account the types of equipment served.
2. The location of the point of delivery of the energy supplied hereunder and the voltage at which such delivery is effected shall be mutually agreed upon by Company and the Customer in consideration of the type and size of Customer's street lighting system and the voltage which Company has available for delivery.

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

TE

Traffic Energy Service

APPLICABLE

In all territory served.

AVAILABILITY

Available to municipalities, county governments, divisions of the state or Federal governments or any other governmental agency for service on a 24-hour all-day every-day basis, where the governmental agency owns and maintains all equipment on its side of the point of delivery of the energy supplied hereunder. In the application of this rate each point of delivery will be considered as a separate Customer.

This service is limited to devices including, but not limited to, signals, cameras, or other traffic lights, electronic communication devices, emergency sirens, and gunshot triangulation devices.

T

RATE

Basic Service Charge per day: \$0.13 per delivery point

Plus an Energy Charge per kWh: \$0.08848

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ADJUSTMENT CLAUSES

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

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Economic Relief Surcredit	Sheet No. 89
Environmental Cost Recovery Surcharge	Sheet No. 87
Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

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MINIMUM CHARGE

The Basic Service Charge shall be the minimum charge.

DUE DATE OF BILL

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

CONDITIONS OF SERVICE

1. Service hereunder will be metered except when, by mutual agreement of Company and Customer, an unmetered installation will be more satisfactory from the standpoint of both parties. In the case of unmetered service, billing will be based on a calculated consumption, taking into account the size and characteristics of the load, or on meter readings obtained from a similar installation.

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Standard Rate

**TE
Traffic Energy Service**

CONDITIONS OF SERVICE (continued)

- 2. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and Customer.
- 3. Loads not operated on an all-day every-day basis will be served under the appropriate rate.

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TERMS AND CONDITIONS

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Standard Rate

PSA

Pole and Structure Attachment Charges

APPLICABLE

In all territory served.

AVAILABILITY

Available to the facilities of Governmental units, Educational Institutions, Cable Television System Operators and Telecommunications Carriers as provided below except: (1) facilities of local exchange carriers ("ILECs") with joint use agreements with Company; (2) facilities subject to a fiber exchange agreement; and (3) Macro Cell Facilities. Nothing in this tariff expands the right to attach to Company's structures beyond the rights otherwise conveyed by law.

APPLICABILITY OF SCHEDULE TO CURRENT LICENSE AGREEMENTS

Any Telecommunications Carrier that executed a license agreement permitting attachments to Company's Structures prior to July 1, 2017 shall be subject to the rates, terms, and conditions of this Pole and Structure Attachment Charges Schedule ("this Schedule") upon expiration or termination of its license agreement. Any Governmental Unit or Educational Institution that executed a license agreement permitting attachments to Company's Structures prior to May 1, 2019 shall be subject to the rates, terms and conditions of this Schedule upon expiration or termination of its license agreement, unless such license agreement provides otherwise.

DEFINITIONS

"Affiliate" means, with respect to an entity, any entity controlling, controlled by, or under common control with such entity.

"Approved Contractor" means a contractor approved by Company for a particular purpose.

"Attachment" means the Cable or Wireless Facilities and all associated appliances including without limitation any overlashed cable, guying, small splice panels and vertical overhead to underground risers but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or otherwise conflicts with Company's electric design and construction standards.

"Attachment Customer" means a Customer that attaches its facilities to one or more of Company's Structures and has executed a Contract for Attachment to Company Structures with Company.

"Contract for Attachment to Company Structures" or "Contract" means the written agreement provided by Company and executed between Attachment Customer and Company incorporating the terms and conditions of this Schedule.

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Pole and Structure Attachment Charges

“Business Day” means a calendar day unless it is a Saturday, a Sunday or a legal holiday.

“Cable” means the fiber optic or coaxial cable, or any other type of cable, as well as any messenger wire or support strand.

“Cable Television System Operator” means a Person who operates a system that transmits television signals, for distribution to subscribers of its services for a fee, by means of wires or cables connecting its distribution facilities with its subscriber’s television receiver or other equipment connecting to the subscriber’s television receiver, and not by transmission of television signals through the air, and subscription to the system’s service is available to the public.

“Communication Space” means the area below the Communication Worker Safety Zone to the limit of allowable NESC clearance, department of transportation or other governmental requirements, and Company’s internal construction standards on poles.

“Communication Worker Safety Zone” means the space between the facilities located in the Supply Space and facilities located in the Communications Space on poles.

“Contractor” means any Person employed or engaged by Attachment Customer to perform work or render services upon or in the immediate vicinity of Company’s Structures or associated facilities other than Attachment Customer and Attachment Customer’s employees.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by Standard and Poor’s Rating Group or its successor (“S&P”), or Moody’s Investor Services, Inc. or its successor (“Moody’s”), or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as its “corporate credit rating” assigned by S&P, or the “long-term issuer rating” assigned by Moody’s.

“Distribution Pole” means a utility pole supporting electric supply facilities, all of which operate at less than 69 kV, but does not include a non-wood street light pole or a wood street light pole that is not located in a public right-of-way.

“Duct” means a pipe, tube, conduit, manhole, or other structure made for supporting and protecting electric and/or communications wires or cables and in which wires, cables and conduits may be placed for support or protection but excluding (1) any pipe now or previously used for the transmission or distribution of natural gas, (2) any duct system supporting electric supply lines operated at 69kV or greater, and (3) any vault.

“Educational Institution” means a public or private, non-profit university, college or community college.

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Pole and Structure Attachment Charges

“Governmental Unit” means an agency or department of the Federal Government, a department, agency, or other unit of the Commonwealth of Kentucky, a county or city, special district, or other political subdivision of the Commonwealth of Kentucky.

“High Volume Application” means an application or applications for Wireline Attachments to more than 300 poles or for Wireless Attachments to more than 30 poles or to place Cable or conduit through more than 10 manholes submitted to Company within a thirty (30) day period.

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“Letter(s) of Credit means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch in a form acceptable to the Company. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

“Macro Cell Facility” means a wireless communications system site that is typically high-power and high-sited, and capable of covering a large physical area, as distinguished from a distributed antenna system (DAS), small cell, or WiFi attachment, by way of example. Macro Cell Facilities are typically, but not exclusively, co-located on Transmission Poles and communications monopoles and towers.

“Make-Ready Survey” means a survey, in the form prescribed by Company from time to time, prepared by Company or an Approved Contractor describing in reasonable detail the make-ready engineering requirements, and such other information as Company may require, for the installation of an Attachment or group of Attachments on a Structure or group of Structures.

“NEC” means the National Electrical Code.

“NESC” means the National Electrical Safety Code.

“Performance Assurance” means collateral in the form of cash, surety bond, Letter(s) of Credit, or other security acceptable to the Company.

“Person” is defined by KRS 278.010(2).

“Service Drop” means a Cable, attached to a pole with a J-hook or other similar hardware that connects the trunk line to an end user’s premises.

“Structure” means any Company pole, conduit, duct, or other facility normally used by Company to support or protect its electric conductors but shall not include (1) any Transmission Pole with electric supply lines operated at 138kV or above; (2) any Transmission Pole with electric supply lines operated at less than 138kV other than Transmission Poles to which Company has also attached electric supply lines operated at less than 69kV; (3) any street light pole that is not a wood pole located in a public right-of-way; or (4) any pole that Company has leased to a third party.

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“Supply Space” means the space above the Communications Worker Safety Zone used for the installation of electric supply lines.

“Telecommunications carrier” means a Person who operates a system that (1) transmits by wire or wireless means, between or among points specified by the user, information of the user’s choosing without change in the form or content of the information as sent or received, and (2) provides such transmission services for a fee directly to or for the public, or to such classes of users as to be effectively available directly to or for the public.

“Transmission Pole” means any utility pole or tower supporting electric supply facilities designed to operate at 69 kV or greater.

“Wireless Facility” means, without limitation, antennas, risers, transmitters, receivers, and all other associated equipment used in connection with Attachment Customer’s provision of wireless communications services and the transmission and reception of radiofrequency signals, but shall not include power supplies, equipment cabinets, meter bases, and other equipment that impedes accessibility or that conflicts with Company’s electric design and construction standards.

ATTACHMENT CHARGES

\$ 7.25 per year for each wireline pole attachment.

\$ 0.81 per year for each linear foot of duct.

\$36.25 per year for each Wireless Facility located on the top of a Company pole.

The attachment charge for any other Wireless Facility shall be agreed upon by Attachment Customer and Company and set forth in a special contract to be filed with the Commission.

BILLING

All attachment charges for use of Structures will be billed semi-annually based upon the type and number of Attachment Customer’s Attachments reflected in Company’s records on December 1 and June 1. A bill issued under this Schedule shall be due upon its issuance. Any bill not paid in full within sixty (60) days of its issuance shall be assessed a late payment charge of three (3) percent on the bill’s current charges. If Attachment Customer fails to pay all charges and fees billed within six (6) months of the bill’s issuance, Company may remove any or all of Attachment Customer’s Attachments. In lieu of or in addition to removal of Attachments, Company may exercise any other remedies available under law to address Attachment Customer’s failure to make timely payment of any charges assessed under this Schedule.

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Pole and Structure Attachment Charges

TERM OF SERVICE

An executed Contract shall be for a term of 10 (ten) years and shall thereafter automatically renew for successive one (1) year periods unless Company or Attachment Customer provides the other with written notice of termination at least sixty (60) days prior to the renewal date.

TERMS AND CONDITIONS OF ATTACHMENT

Attachments to Company's Structures that do not interfere with Company's electric service requirements and the Attachments of existing Customers and joint users shall be permitted in accordance with the terms and conditions of this Schedule. The Terms and Conditions set forth in Section 5 of the Company's Electric Service Tariff shall also be applicable to the extent they are not in conflict with or inconsistent with this Schedule's provisions.

1. CONTRACT FOR ATTACHMENT TO COMPANY STRUCTURES

No Attachments shall be made to Company's Structures until Attachment Customer has executed a Contract for Attachment to Company Structures. The Contract shall incorporate the terms and conditions set forth in this Schedule.

2. NO PROPERTY RIGHTS

No use, however extended, of Company Structures shall create or vest in Attachment Customer any right, title or interest in the Structures. A Contract confers only a non-exclusive right to affix and install Attachments to and on Company's Structures. Company is not required to maintain any Structure for a period longer than demanded by its electric service requirements.

3. USE OF COMPANY'S FACILITIES BY OTHERS

Nothing in this Schedule shall affect the rights or privileges previously conferred by Company to others. The rights granted under this Schedule and the Contract shall at all times be subject to such previously conferred privileges and shall not affect the rights or privileges that may be conferred by Company in the future to others.

4. TRANSFER OF RIGHTS

Except as provided in this Schedule, Attachment Customer's rights under the Contract are non-delegable, non-transferable and non-assignable. Any delegation, transfer or assignment of any interest created by the Contract or this Schedule without Company's prior written consent is voidable at Company's option. Company shall not unreasonably withhold its consent to Attachment Customer's delegation, transfer or assignment of rights under the Contract upon notice of the delegation, transfer or assignment and if adequate evidence is provided of transferee's compliance with Term 23 (Insurance) and Term 24 (Performance Assurance).

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Pole and Structure Attachment Charges

Attachment Customer shall not permit a third party to overlash or utilize any Attachment without Company's prior written consent. Company may condition its consent upon such third party's compliance with all provisions of the Contract, this Schedule, and such other terms as Company may reasonably require.

5. COMPANY'S ABANDONMENT OF STRUCTURE

Company shall provide an Attachment Customer with a minimum of 180 days' notice before abandoning a Structure to which Attachment Customer has made an Attachment unless state or local law, easement provisions, or contractual obligations to a third party requires the Structure to be abandoned in a shorter period, in which case Company shall provide as much notice as is reasonably practicable.

6. FRANCHISES AND EASEMENTS

Attachment Customer shall secure at its own expense any right-of-way, easement, license, franchise or permit from any Person that may be required for the construction or maintenance of Attachments by or for Attachment Customer. If requested by Company, Attachment Customer shall submit to Company satisfactory evidence of such right-of-way, easement, license, franchise or permit. Company's approval of Attachments shall not constitute any representation or warranty regarding Attachment Customer's right to occupy or use any public or private right-of-way.

Upon an Attachment Customer's written request, Company may provide to Attachment Customer such non-private information as Company may have regarding the name of the record landowners from which Company obtained easements for Structures. Such information is provided without representation or warranty as to its accuracy or completeness. Company has no obligation to correct or supplement any information so provided. If Company provides assistance to Attachment Customer in obtaining easements or other property rights, Attachment Customer shall reimburse Company's cost of providing such assistance within thirty (30) days of its receipt of an invoice from Company.

Attachment Customer shall indemnify and save harmless Company from all claims, including the expenses incurred by Company to defend itself against such claims, resulting from or arising out of the failure of Attachment Customer to secure any right of way, easement, license, franchise or permit.

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Pole and Structure Attachment Charges

7. ATTACHMENT APPLICATIONS AND PERMITS

- a. Unless waived by Company, Attachment Customer shall make written application, in the form and manner prescribed by Company for permission to install Attachments on or in any Structure. Each application shall include: (1) in the case of poles, the owner, number and location of all Structures for which license to attach is sought and the amount of space required thereon; (2) in the case of Ducts, the number of linear feet of Duct space and the specific location of each such Duct to be utilized, the amount of requested space, the nature of any changes or inner Duct or Ducts proposed to be installed and any other construction that might be required by the proposed Attachments; (3) the physical attributes of all proposed Attachments; (4) the proposed start date for installation of the Attachments; (5) any issues then known to Attachment Customer regarding space, engineering, access or other matters that might require resolution before installation of Attachments; and (6) proposed make ready drawings. Company may request additional information be included with the application at its reasonable discretion. Company may perform a pole loading study or request Attachment Customer to submit such study based upon a visual inspection or other information held by Company. If Company conducts a visual inspection of the pole to ascertain the need for a pole loading analysis, Company may assess the cost of such inspection to the Attachment Customer. If Company determines a pole loading study is required, no application shall be considered completed until submission of such study. Attachment Customer may perform the pole loading study or request Company to perform the study with cost to be borne by Attachment Customer. Nothing contained herein shall preclude Attachment Customer from submitting a pole loading study with its application without Company performing a visual inspection or otherwise requesting such study to expedite Company's review.

- b. Attachment Customer shall be responsible for all costs associated with the application, a Make Ready Survey, engineering analysis, and Company's review of the application. Attachment Customer shall reimburse Company upon presentation of an invoice for such costs. If Attachment Customer does not request Attachments to a Transmission Pole or Duct, Company shall complete a Make Ready Survey within sixty (60) days of its receipt of Attachment Customer's completed application. If Attachment Customer's application requests Attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for completion of a Make-Ready Survey.

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Pole and Structure Attachment Charges

- c. Upon completion of the Make Ready Survey, Company shall notify Attachment Customer in writing whether its application for use of Company’s Structures has been granted, of any necessary changes to the proposed construction drawings, and the conditions, if any, imposed on the installation or use of Attachments. Company reserves the right to deny access to any Structure based upon lack of capacity, safety, reliability or engineering standards. Company may deny access to Transmission Poles in its discretion for any reason; provided that such denials shall be determined in a non-discriminatory manner. The following types of Transmission Poles are not available for Attachments under this Schedule: (1) Transmission Poles that do not support electric supply lines operated at less than 69kV and (2) Transmission Poles that support electric supply lines operated at 138kV or above.
- d. Within fifteen (15) days of notifying Attachment Customer of the approval of its application, Company shall provide Attachment Customer a written statement of the costs of any necessary Company make-ready work, including but not limited to rearrangement of electric supply facilities and pole change out. Attachment Customer shall indicate its approval of this statement by submitting payment of the statement amount within fifteen (15) days of receipt. If facilities of a third party are required to be rearranged or transferred, Attachment Customer shall coordinate with the third party for such rearrangement or transfer and shall pay the costs related thereto. If Attachment Customer’s application requests attachments to a Transmission Pole or Duct, Attachment Customer and Company shall mutually agree to a time period for preparation of a written statement of the costs of any necessary Company make-ready work.
- e. If an existing Structure is replaced or a new Structure is erected solely to provide adequate capacity for Attachment Customer’s proposed Attachments, Attachment Customer shall pay a sum equal to the actual material and labor cost of the new Structure, as well as any replaced appurtenances, plus the cost of removal of the existing Structure minus its salvage value, within thirty (30) days of receipt of an invoice. The new Structure shall be Company’s property regardless of any Attachment Customer payments toward its cost. Attachment Customer shall acquire no right, title or interest in or to such Structure.

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PSA

Pole and Structure Attachment Charges

- f. If Company is unable to perform the Make Ready Survey and engineering analysis within the time period established under Section 7b, Company shall advise Attachment Customer and promptly meet with Attachment Customer to develop a mutually agreeable plan of performance.
- g. If Company fails to perform the make-ready work within sixty (60) days of receipt of Attachment Customer's payment of the make-ready costs, Attachment Customer may perform such work at its expense using an Approved Contractor, except that Attachment Customer may not perform such work with respect to Transmission Poles or Ducts.. The Approved Contractor shall provide notice to Company at least one week prior to performing any make-ready. During the performance of any make-ready by Approved Contractors, an inspector designated by Company shall accompany the Approved Contractor(s). The inspector, in his or her sole discretion, may direct that work be performed in a manner other than as approved in an application, based on the then-existing circumstances in the field. Company shall refund any unexpended make-ready fees within 30 days of notice that Attachment Customer has performed the work.
- h. If Attachment Customer submits to Company within a thirty (30) day period an application or applications for Wireline Attachments to more than 300 poles, for Wireless Attachments to more than thirty (30) poles, or to place Cable or conduit through more than ten (10) manholes, such application or applications shall be considered a High Volume Application. The provisions set forth in Sections 7b through 7g that relate to time period and cost-reimbursement of Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of make-ready work, shall not apply to High Volume Applications. Company and Attachment Customer submitting a High Volume Application shall develop a mutually agreeable plan of performance and cost reimbursement for Company's performance of application review, engineering analysis, and a Make Ready Survey, and the performance of make ready work, shall set this plan to writing and shall file it with the Commission as a special contract.

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Pole and Structure Attachment Charges

- i. No written application to Company to affix and attach a Service Drop to Company's poles is required but Attachment Customer shall provide notice to Company within sixty (60) days of attachment of such Service Drop. This notice shall include the Service Drop location address (or a description of the location if the address is not available), the date of the attachment, the pole number of the pole to which the Service Drop is affixed or attached, and a statement as to whether the Service Drop constitutes a new Attachment to Company's pole for billing purposes. Any Service Drop affixed to a pole more than six (6) inches above or below a through-bolt shall be considered a separate Attachment for billing purposes. On drop or lift poles only, all Service Drops affixed within one foot of usable space shall be considered a single Attachment for billing purposes. Company may conduct an inspection of any Service Drop Attachments, and Attachment Customer shall reimburse Company within 30 days of presentation of an invoice for such inspections. The provisions of this Pole Structure Attachment Schedule shall not apply to an ILEC service drop if the ILEC has a joint use agreement with the Company and the service drop is located in the area covered by the joint use agreement.

8. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

- a. Attachment Customer shall not construct or install any Attachments until : (1) Company has approved in writing the design, construction, and installation practices for Attachment Customer's Attachments; (2) all Company make-ready work, if any, has been completed (and, if such make-ready work has been performed by an Approved Contractor pursuant to Section 7g above, inspected by Company); and (3) any necessary third party rearrangements or transfers have been completed. Any Attachment that fails to comply with this provision shall be deemed an Unauthorized Attachment for purposes of Section 19 of this Schedule
- b. All Attachments shall be constructed and installed in a manner reasonably satisfactory to Company and so as not to interfere with Company's present or future use of its Structures. Attachments in Ducts shall not include any splice enclosures or excess cable. Attachment Customer shall maintain, operate and construct all Attachments in such manner as to ensure Company's full and free access to all Company facilities. All Attachments shall conform to Company's electric design and construction standards and applicable requirements of the NESC, NEC, and all other applicable codes and laws. In the event of a conflict, the more stringent standard shall apply.

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- c. Attachment Customer shall identify each of its Attachments with a tag, approved in advance by Company, that includes Attachment Customer’s name, 24-hour contact telephone number, and such other information as Company may require. All Cable placed by Attachment Customer within a Company-owned or controlled Duct shall be enclosed within Attachment Customer furnished inner-duct and shall be clearly marked and identified as belonging to Attachment Customer at all access points. Service drops do not need to be tagged. Attachment Customer shall tag an Attachment at the time of construction. Any untagged Attachment existing as of the date of execution of the Contract or the effective date of this Schedule, whichever is earlier, shall be tagged by Attachment Customer when Attachment Customer or its agents perform work on the Attachment. If the Company is required to relocate or remove an Attachment or otherwise contact the owner of an Attachment to effect repairs and the Attachment is untagged and cannot be readily identified, any expense incurred by Company to identify the Attachment owner shall be borne by the Attachment Customer. Further, the Company shall be considered to have provided notice to the owner of an untagged Attachment required under Section 16 of this Schedule upon inspecting the Attachment and determining that it is untagged.
- d. In the design, installation and maintenance of its Attachments, Attachment Customer shall comply with all Company standards and all federal, state and local government laws, rules, regulations, ordinances, or other lawful directives applicable to the work of constructing and installing the Attachments. All work shall be performed in accordance with the applicable standards of the NESC and the NEC, including amendments thereto adopted. Attachment Customer shall take all necessary precautions, by the installation of protective equipment or other means, to protect all Persons and property of all kinds against injury or damage caused by or occurring by reason of the construction, installation or existence of Attachments.
- e. Attachment Customer shall immediately report to Company (1) any damage caused to property of Company or others when installing or maintaining Attachments, (2) any Attachment Customer’s failure to meet the requirements set forth in this Schedule for assuring the safety of Persons and property and compliance with laws and regulations of public authorities and standard-setting bodies, and (3) any unsafe condition relating to Company’s Structures identified by Attachment Customer.
- f. Attachment Customer shall complete installation of its Attachments within sixty (60) days of the later of approval of the application for such Attachments or, if make-ready work is required under such approval, completion of make-ready work, and shall notify Company in writing upon its completion. If Attachment Customer fails to complete the installation within this time period, Company may revoke its permit for the Attachment. Prior to revoking the permit for the Attachment, Company shall provide written notice of the revocation to Attachment Customer. Company may conduct a post-construction inspection of such Attachments. Attachment Customer shall reimburse Company within thirty (30) days of presentation of an invoice for such inspections.

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Pole and Structure Attachment Charges

- g. Attachment Customer may use qualified contractors of its own choice to perform work below the Communication Worker Safety Zone. For any work in or above the Communication Worker Safety Zone that Company allows Attachment Customer to perform, Attachment Customer shall use an Approved Contractor who may, at Company’s discretion, be required to be accompanied by a Company-designated inspector. For any work in Company’s Ducts, Attachment Customer shall use an Approved Contractor, who must be accompanied by a Company-designated inspector. Company shall schedule a Company-designated inspector to accompany an Approved Contractor within fifteen (15) days of its receipt of such request for such inspector. Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within thirty (30) days of receipt of an invoice.
- h. Company may also monitor Attachment Customer’s construction and installation of Attachments below the Communication Worker Safety Zone. If the need for a monitor is caused by Attachment Customer’s failure to comply with the terms of this Schedule, the Contract, or any applicable law or regulation, Attachment Customer shall reimburse Company for the actual cost of any such monitoring within thirty (30) days of receipt of an invoice for such cost. For locations where Attachment Customer’s construction and installation are within Company underground facilities, Attachment Customer shall reimburse Company for the actual cost associated with providing inspection services within thirty (30) days of receipt of an invoice.
- i. Attachment Customer shall comply with all applicable federal, state, and local laws, rules and regulations with respect to environmental practices undertaken pursuant to the construction, installation, operation and maintenance of its Attachments. Attachment Customer shall not bring, store or utilize any hazardous materials on any Company site without Company’s prior express written consent. To the extent reasonably practicable, Attachment Customer shall restore any property altered pursuant to this Schedule or the Contract to its condition existing immediately prior to the alteration. Company has no obligation to correct or restore any property altered by Attachment Customer and bears no responsibility for Attachment Customer’s compliance with applicable environmental regulations.
- j. If Attachment Customer fails to install any Attachment in accordance with the standards and terms set forth in this Schedule and Company provides written notice to Attachment Customer of such failure, Attachment Customer, at its own expense, shall make necessary adjustments within thirty (30) days of receipt of such notice. Subject to Section 15 of this Schedule, if Attachment Customer fails to make such adjustments within such time period, Company may make the repairs or adjustments, and Attachment Customer shall pay Company for the actual cost thereof plus a penalty of 10% of actual costs within thirty (30) days of receipt of an invoice.

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- k. Attachment Customer is responsible for any damage, fines or penalties resulting from any noncompliance with the construction and maintenance requirements and specifications set forth in this Section 8, except when Attachment Customer demonstrates that noncompliance is due to the actions of Company or another Attachment Customer. Company undertakes no duty to require any specific action by Attachment Customer and assumes no responsibility by requiring such compliance or by requiring Attachment Customer to meet any specifications or to make any corrections, modifications, additions or deletions to any work or planned work by Attachment Customer.
- l. Within fifteen (15) days of completion of the installation of the Attachment, Attachment Customer shall furnish Company with complete "as-built" drawings in a computer generated electronic format (or such other format as is agreeable to Company). Hand drawings shall not be submitted.

9. ADDITIONAL REQUIREMENTS FOR WIRELESS FACILITIES

- a. Wireless Facilities Attachments may be attached to Distribution Poles only.
- b. Company may require Attachment Customer to furnish with any written application for permission to install a Wireless Facilities Attachment a mock-up of the proposed Attachment.
- c. Attachment Customer is solely responsible for ensuring that the radiofrequency ("RF") radiation emitted by its Wireless Facilities, alone and/or in combination with any and all sources of RF radiation in the vicinity, is within the limits permitted under all applicable governmental and industry standard safety codes for general population/uncontrolled exposure. Attachment Customer shall install appropriate signage on the poles to which Wireless Facilities have been attached, to warn line workers or the general public of the presence of RF radiation and the need for precautionary measures. Attachment Customer shall periodically inspect the signage and replace the signage if necessary to ensure that the signage, including text and warning symbols, remains clearly visible.
- d. Each Wireless Facility installation shall include a switch that operates to disconnect and de-energize the antenna. In non-emergency circumstances, Company employees or contractors will make reasonable efforts to contact Attachment Customer at a telephone number that Attachment Customer has marked on the Wireless Facility installation to request a temporary power shut-down. Company personnel or those of other entities working on the pole will operate the power disconnect switch to ensure that the antenna is not energized while work on the pole is in progress. In emergency circumstances, Company personnel and those of other entities working on Company poles may accomplish the power-down by operation of the power disconnect switch without advance notice to Attachment Customer.

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- e. Attachment Customer is solely responsible for ensuring compliance with all Federal Communication Commission antenna registration requirements, Federal Aviation Administration air hazard requirements, or similar requirements with respect to the location of Attachment Customer’s Wireless Facilities on Company’s poles.
- f. Attachment Customer shall not operate its Wireless Facility in a way that causes interference with Company-owned wireless facilities. Attachment Customer shall, after receiving notice from Company of such interference, immediately cease operating its Wireless Facility until it can be operated without causing such interference
- g. All power supplies, equipment cabinets, meter bases and other equipment associated with the Wireless Facilities that are large enough to impede accessibility shall be installed off-pole, consistent with the applicable standards of the NESC, Company standards, and all applicable laws, rules, regulations, ordinances, and other applicable governmental directives.
- h. Attachment Customer shall not perform any construction, including but not limited to the initial installation of its Wireless Facilities or any maintenance thereof, above the Communications Space without receiving prior approval from Company as to the design, installation, and construction practices, which approval Company shall not unreasonably withhold.

10. OVERLASHING OF CABLE

An Attachment Customer may make an initial overlash of an existing attachment if the overlash is not greater than one-half inch in diameter without any advance notice or application to the Company. No application or advance notice is required for the replacement of an existing cable with a cable that is no greater than one-half inch in diameter. With all other overlashing, Attachment Customer shall provide Company with advance notice to permit Company to visually inspect its Structures to determine the need for a pole loading analysis. For projects involving more than ten (10) spans, the Attachment Customer must provide at least fifteen (15) business days’ advance notice. For projects involving ten (10) spans or less, Attachment Customer shall provide at least seven (7) business days’ advance notice. Notwithstanding the foregoing, no bundle of Attachment Customer’s Cable shall exceed two inches in diameter without Company’s express written approval.

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11. STRAND-MOUNTED WIRELESS COMMUNICATION DEVICES

A strand-mounted wireless communication device shall be considered part of wireline attachment and not subject to permitting or an additional attachment charge if it is located within the one (1) foot vertical space occupied by Attachment Customer’s cable and meets all applicable loading, clearance, and RF emission requirements. Before deploying any strand-mounted wireless communications devices other than strand-mounted wi-fi access points, Attachment Customer shall at least sixty (60) days prior to planned deployment notify Company of the proposed deployment and provide sufficient information regarding the nature of device to permit Company to assess the safety and loadbearing implications of the proposed deployment.

12. MAINTENANCE OF ATTACHMENTS AND STRUCTURES

Attachment Customer shall maintain Attachments in safe condition and in good repair, in a manner reasonably suitable to Company and so as not to conflict with any use of Company facilities (including Structures) by Company or any other Person using such facilities pursuant to any license or permit by Company. Attachment Customer shall not interfere with the working use of any other Person’s property on or in such facilities or any such property, which may be placed on or near the Structures and other facilities. Company reserves to itself, its successors, Affiliates and assigns, the right to maintain Structures and other Company property and to operate its business and maintain its property in such a manner as will, in its own judgment, best enable it to fulfill its own service requirements. Company shall not be liable to Attachment Customer for any interference with the operation of Attachment Customer’s facilities, or loss of business arising in any manner out of the use of Company’s Structures or other property.

13. NATIONAL JOINT UTILITIES NOTIFICATION SYSTEM

Within thirty (30) days of executing a Contract, and prior to making application for any Attachment, Attachment Customer will join National Joint Utilities Notification System (“NJUNS”), a web-based system developed to improve joint use communication, and will actively participate during the term of service, by entering field information into the NJUNS system within the times required by the system. Should Attachment Customer fail to actively participate in NJUNS and should such failure cause Company to incur expense or liability to others, Attachment Customer shall reimburse Company its expense and indemnify and hold Company harmless from any damages or liability arising out of such failure. If Company at a later date elects to use a different system for purposes of the communication currently facilitated by NJUNS, Company, shall notify Attachment Customer at least sixty (60) days in advance of such change and Attachment Customer shall make arrangements to participate in that system.

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14. INSPECTIONS/AUDITS

Company may make periodic inspections for the purpose of determining compliance with this Schedule and with the Contract. Neither Company’s right to make inspections nor any inspection made by Company shall relieve an Attachment Customer of any responsibility, obligation or liability assumed under this Schedule.

Upon thirty (30) days’ prior notice to Attachment Customer, Company may conduct an audit of its Structures to verify the number, location and type of Attachment Customer’s Attachments. Company shall make available to Attachment Customer the report of such audit. Such report shall indicate the location and pole number of all attachments of the Attachment Customer. If the audit reveals that the number of Attachments exceeds the number of Attachments shown in Company’s existing records, the excess number of Attachments shall be presumed to be Unauthorized Attachments. Attachment Customer shall have the right to rebut this presumption and demonstrate that the Attachments at issue were authorized. Attachment Customer shall reimburse Company for the expense of such audit, or its pro rata share of such expense if the Attachments of other Attachment Customers are included within the scope of the audit, within thirty (30) days of an invoice for such expenses, provided, however, that no Attachment Customer shall be directly assessed the cost of any system-wide audit that the Company commenced prior to May 1, 2019.

15. INTERFERENCE OR HAZARD

If Company notifies Attachment Customer in writing or orally with written confirmation that the Attachment Customer’s Attachments or the condition of Attachment Customer’s Attachments on or in any Structure (i) interfere with the use of such Structure or the operation of Company facilities or equipment, (ii) constitute a hazard to the service rendered by Company or any other Persons permitted by Company to use such Structures, (iii) cause a danger to employees of Company or other Persons, or (iv) fail to comply with Company’s standards and applicable requirements of the NESC, NEC, and all other applicable codes, laws and regulations, Attachment Customer shall, within a reasonable period, remove, rearrange, repair or change its Attachments as needed or as directed by Company. In the case of any immediate hazard or danger, such period shall not exceed twenty-four (24) hours from Attachment Customer’s receipt of such notice. In case of a hazardous condition or other emergency which requires the immediate removal or relocation of the Attachment Customer’s Attachments, Company may at Attachment Customer’s expense, without prior notice and with no liability therefor, remove or relocate such Attachments; provided however, that Company shall notify Attachment Customer of such action as soon as reasonably possible by any appropriate means, including by telephone.

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16. REARRANGEMENT; RELOCATION OF STRUCTURES; NEW STRUCTURES

- a. If Attachment Customer's Attachments can be accommodated on or in existing Structures only by rearranging Company facilities, or if because of Attachment Customer's proposed Attachments, Company rearranges or transfers its facilities on or in any facility not owned by it, Attachment Customer shall reimburse Company for the actual expense incurred in making such rearrangement or transfer.
- b. Upon forty-five (45) days prior written notice delivered to Attachment Customer, Company may replace, relocate, or remove any Structure and cause the alteration, relocation or removal of any Attachment, consistent with normal operating, maintenance and development procedures and prudent utility practices. In cases of emergency or dangerous situations, Company shall give only as much prior notice as practical under the circumstances. Likewise, in situations where the Company is required to replace, relocate or remove any Structure in less than 45 days by state or local law, easement provisions, contractual obligations to third parties or to meet the Company's obligation to provide electric service to another customer, Company need provide only as much prior notice as reasonably practical under the circumstances, Company shall bear all costs and expenses of any relocation of the Structures not attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall bear all costs and expenses of any relocation and removal of the Attachments and all costs and expenses attributable to or caused by Attachment Customer or its Attachments. Attachment Customer shall be solely responsible for any losses occasioned by the interruption of Attachment Customer's business or operations and shall indemnify and hold Company harmless in connection with same.
- c. Company may reserve space on its poles in accordance with a bona fide development plan for electric service. Company may direct, by written notice to Attachment Customer, that Attachment Customer's attachments in such reserve space may be removed from the Structures. Company shall use reasonable efforts to make space available as close in proximity as possible to the former Structures or to offer Attachment Customer the option to perform make-ready work to create additional space on the Structure in question. Attachment Customer shall make such relocation within sixty (60) days of Company's request.

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- d. In the event a Person other than Attachment Customer applies to make an Attachment to a Structure on which Attachment Customer has placed an Attachment, and such application requires that Attachment Customer rearrange, transfer or relocate its Attachments, then Attachment Customer shall perform such rearrangement, transfer or relocation within sixty (60) days of notice of such need to rearrange, transfer or relocate. Attachment Customer may condition its rearrangement, transfer or relocation upon reimbursement for the cost of such rearrangement, transfer or relocation. In the event Attachment Customer fails to perform such rearrangement, transfer or relocation within the time frame described above, the affected Attachments may be subject to rearrangement, transfer or relocation by the Person whose application necessitated the rearrangement, transfer or relocation to the extent permitted by law.

17. REMOVAL OF ATTACHMENT

Attachment Customer may at any time voluntarily remove its Attachments from any Structure, but shall immediately give Company written notice of such removal on Company-prescribed form. Attachment Customer shall bear all cost of removal and any costs that Company incurs as a result of such removal and shall pay such costs within thirty (30) days of receipt of an invoice. No refund of any amount paid for use of such Structure will result from Attachment Customer's voluntary removal nor shall such voluntary removal affect any other obligation or liability of Attachment Customer under this Schedule or the Contract.

18. INDEMNITIES

Attachment Customer shall protect, defend, indemnify and save harmless Company, its Affiliates, their officers, directors, employees and representatives from and against all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including but not limited to costs and expenses of defending against the same, payment of any settlement or judgment therefor and reasonable attorney's fees that are incurred in such defense, by reason of any claims arising from Attachment Customer's activities under this Schedule, or the Contract, or from Attachment Customer's presence on Company's premises, or from or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives, including but not limited to claims alleging (1) injuries or deaths to Persons; (2) damage to or destruction of property including loss of use thereof; (3) power or communications outage, interruption or degradation; (4) pollution, contamination of or other adverse effects on the environment; (5) violation of governmental laws, regulations or orders; or (6) rearrangement, transfer, or removal of any third party attachment on, from, or to any Company Structure whether suffered directly by Company itself or indirectly by reason of claims, demands or suits against it by third parties, resulting or alleged to have resulted from Attachment Customer's activities under this Schedule, or the Contract, or from Attachment Customer's presence on

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Company's premises, or from or in connection with the construction, installation, operation, maintenance, presence, replacement, enlargement, use or removal of any facility of Attachment Customer attached or in the process or being attached to or removed from any Company Structure by Attachment Customer, its employees, agents, or other representatives. The indemnity set forth in this section shall include indemnity for any claims arising out of the joint negligence of Attachment Customer and Company; provided however, the indemnity set forth in this section, but not Attachment Customer's duty to defend, shall be reduced to the extent it is established by final adjudication or mutual agreement of Attachment Customer and Company that the liability to which such indemnity applies was caused by the negligence or willful misconduct of Company. If Attachment Customer is required under this provision to indemnify Company, Attachment Customer shall have the right to select defense counsel and to direct the defense or settlement of any such claim or suit.

19. UNAUTHORIZED ATTACHMENTS

If Attachment Customer makes any Attachment that requires Company approval or advance notice under this Schedule or the Contract and has not obtained such approval or provided such advance notice, such Attachment shall be deemed an "Unauthorized Attachment," and shall be presumed to have been affixed to Company Structures for two years or since completion of the most recent audit if such audit was completed within that two year period. Attachment Customer shall be liable for attachment charges for this time period. In addition to the attachment charges for the period of unauthorized attachment, Attachment Customer shall pay a penalty for each Unauthorized Attachment in the amount of \$25.00. Attachment Customer shall also submit to Company an application for approval of the Unauthorized Attachment within thirty (30) days of the attachment's discovery. If Attachment Customer fails to submit the required applications or fails to timely remit any necessary payments to Company in connection with the application process (including but not limited to any make-ready fees necessary to accommodate the Unauthorized Attachments), Company may remove any or all such Unauthorized Attachments at Attachment Customer's expense.

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20. DEFAULT

a. If Attachment Customer fails to (a) pay any undisputed fee required, (b) perform any material obligations undertaken, (c) satisfy any warranty or representation made under the Contract, (d) comply with any of the provisions of this Schedule (including Section 5 of the Company's Electric Tariff), and shall fail within thirty (30) days after written notice from Company to correct such default or non-compliance, then Company may, at its option: (a) terminate the license covering the Structures to which such default or non-compliance is applicable; (b) remove, relocate or rearrange at Attachment Customer's expense the Attachments to which the default or non-compliance relates; or (c) decline to permit additional Attachments until the failure or default is cured. Company shall give written notice to Attachment Customer of said termination. In the event of material or repeated default, Company may terminate the Contract and recover from Attachment Customer all costs and expenses incurred as a result of related to the defaults. No refund of any attachment charge will be due on account of such termination.

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21. TERMINATION

In addition to the termination rights set out in Section 20 (Default) above, Company may terminate a Contract without liability to Attachment Customer, upon giving sixty (60) days advance written notice to Attachment Customer that it has a reasonable belief that Company's performance under the Contract would be illegal under applicable law or regulation or under any order or ruling issued by the PSC, or any other federal, state or local agency having regulatory jurisdiction over Company and same cannot be cured by Company without unreasonable expense or without materially and substantially altering the terms and conditions of the Contract; or that termination is required to preserve Company's rights under any franchise, right-of-way, permit, easement or other similar right which is material and substantial to Company's business or operations. In the event of such termination, Company and Attachment Customer shall pay and perform obligations that have arisen prior to the effective date of termination, but shall not be obligated to pay and perform obligations, which arise after the effective date of termination.

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Upon termination, Attachment Customer shall remove all Attachments from Structures and other Company property within 180 days. Attachment Customer shall bear all costs of such removal and shall exercise precautions to avoid damage to all Persons and to facilities of Company and other parties in so removing Attachments and assumes all responsibility for all damage it causes. If Attachment Customer's Attachments and other property are not removed within 180 days of termination of this Agreement, unless the time is extended by mutual agreement, Company may remove Attachment Customer's Attachments without liability and Attachment Customer shall pay Company the cost of such removal within thirty (30) days of receipt of an invoice.

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22. WAIVER

Failure by Company to enforce or insist upon compliance with any of the terms or conditions of this Schedule or the Contract shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

23. INSURANCE

a. Throughout the term of service and so long as Attachment Customer's Attachments are on or in Company Structures, Attachment Customer shall, at its own expense, maintain and carry in full force and effect insurance that meets at least the following requirements (these minimum limits should not be deemed to replace Attachment Customer's full obligation under this Schedule or the Contract):

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- (1) Workers' Compensation and Employer's Liability Policy, which shall include: (a) Workers' Compensation (Coverage A); (b) Employer's Liability (Coverage B) with minimum limits of \$1,000,000 Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee; (c) Thirty (30) Day Cancellation Endorsement; and (d) All States Endorsement.
- (2) Commercial General Liability Policy, which shall have minimum limits of \$1,000,000 each occurrence; \$1,000,000 Products/Completed Operations Aggregate each occurrence; \$1,000,000 Personal and Advertising Injury each occurrence, in all cases subject to \$2,000,000 in the General Aggregate for all such claims, and including: (a) Thirty (30) Day Cancellation Endorsement; (b) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Company under the Contract; (c) Broad Form Property Damage; (d) General Aggregate Limit – Per Project Endorsement (CG2503); (e) Include Additional Insured Endorsement GC 2010 or CG2037, or its equivalent; and (f) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).
- (3) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of \$1,000,000 each occurrence.
- (4) Umbrella/Excess Liability Insurance with minimum limits of \$5,000,000 per occurrence; \$5,000,000 aggregate, to apply to employer's liability, commercial general liability, and commercial automobile liability; including: (a) "Follow Form" provisions; and (b) Note that Total Limits can be met by any combination of primary and umbrella/excess policies.
- (5) Aircraft Public Liability - Required at all times when there will be use of any type of fixed wing, rotor, or any type aircraft to perform any work required under this Schedule or the Contract. Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of \$5,000,000 including passenger liability coverage.
- (6) Drones – Required at all times if any Unmanned Aircraft Systems (UAS) will be used by Contractor or Subcontractor in performing the work required under this Schedule or the Contract, Drone Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a \$1,000,000 per occurrence combined single limit for bodily injury, property damage and personal injury.

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- (7) Professional Liability - To the extent the work required under this Schedule or the Contract includes any professional services that falls within a professional liability exclusion from the policy provided under Section 23a.(2). Coverage required with limits of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) in the aggregate, which insurance shall be on a claims made basis. Policy to remain in force continuously for three (3) years or an extended discovery period will be exercised for a period of three (3) years beginning from the time the services under this contract are completed.
- b. Attachment Customer shall require its Contractors and subcontractors to provide and maintain the same insurance coverage as required of Attachment Customer.
- c. Except with regard to workers' compensation and professional liability, each policy required under this Schedule shall name Company and all its Affiliates as an additional insured and shall waive rights of subrogation against Company, all its Affiliates, and Company's insurance carrier(s). All policies shall be primary and non-contributory. Condition applies to Attachment Customer and its Contractors and Subcontractors.
- d. All policies shall be written by insurance companies that are either satisfactory to Company or have an A.M. Best Rating of not less than "A-, VII". These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Attachment Customer and the insurance carrier. Attention: Manager, Project Manager – Third Party Attachments, LG&E and KU Services Company, P.O. Box 32020, Louisville, Kentucky 40232.
- e. Company may request a summary of coverage of any of the required policies or endorsements; but is not obligated to review any of Attachment Customer's certificates of insurance, insurance policies, or endorsements, or to advise Attachment Customer of any deficiencies in such documents. Company's receipt or review of such documents shall not relieve Attachment Customer from or be deemed a waiver of Attachment Customer's obligations to maintain insurance as provided. Attachment Customer shall provide a summary of coverage within (thirty) 30 days of its request by the Company.
- f. Attachment Customer shall provide Certificates of Insurance to Company for each policy of insurance required above and evidence the items noted hereafter: (1) Each Certificate shall properly identify the certificate holder as Company; (2) Under no circumstances shall Attachment Customer begin any work (or allow any Subcontractor to begin any work) prior to submitting Certificate(s) (evidencing the required insurance of Contractor or Subcontractor, as applicable) acceptable to Company. Company retains the right to waive this requirement at its sole discretion; (3) Certificate shall evidence (thirty) 30 days prior notice of cancellation; (4) Certificate shall verify additional insured status on all

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coverage including the endorsements required by Section 23a.(2); (5) Certificate shall verify Blanket Waiver of subrogation - All policies of insurance shall include waivers of subrogation, under subrogation or otherwise, against Company. Except where not applicable by law; (6) Certificate shall verify Primary/Non-contributory wording in favor of Company; and (7) Certificate shall identify policies which are written on a Claims Made coverage form and state the retro date.

- g. Attachment Customer shall notify Company, prior to the commencement of any work pursuant to this rate Schedule or the Contract, of any threatened, pending and/or paid off claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of such coverage(s) inuring to Company's benefit.
- h. Attachment Customer shall provide notice of any accidents, occurrences, or claims involving Attachment Customer's Attachment or Attachment Customer's work under this Schedule and the Contract to the LKS Manager, Risk Management at LG&E and KU Services Company, P.O. Box 32030, Louisville, Kentucky 40232.
- i. Each policy of insurance required to be maintained by Attachment Customer under this Section 23 (except the Workers' Compensation and Employer's Liability Policy) shall cover all losses and claims of Attachment Customer regardless of whether they arise directly to Attachment Customer or indirectly through Subcontractors (e.g., Attachment Customer's CGL policy must cover Attachment Customer and additional insureds against negligent acts of a Subcontractor, etc.). Section 23 only represents minimum insurance requirements; it does not mitigate or reduce liability required by the indemnity provisions in this Schedule or the Contract. Nor should it be deemed to be the full responsibility of the contractor or subcontractor for liability. Attachment Customer is responsible for their subcontractor's insurance meeting the requirements of Section 23 of this Schedule.
- j. Attachment Customer may elect not to comply with sections (a) through (i) of this Section 23 if it provides proof of equivalent levels of self-insurance and:
 1. Attachment Customer has been in business at least three (3) years and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (Standard & Poor's); or
 2. Attachment Customer has been in business at least three (3) years, and provides its most recent audited financial statements to Company which demonstrates that Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (Standard and Poor's); or,

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- 3. A corporate entity affiliated with Attachment Customer (“Guarantor”) meets the criteria set out in (1) or (2) above, and Guarantor provides a written guarantee (in a form acceptable to Company, that the corporate affiliate will guarantee all financial obligations associated with Attachment Customer’s use of Company’s Structures.)

24. PERFORMANCE ASSURANCE

- a. Attachment Customer shall furnish Performance Assurance in the following amounts to guarantee the payment of any sums which may become due for attachment charges, inspections, or work performed by the Company under this Schedule or the Contract, including the removal of attachments upon termination of the Contract by any of its provisions:

<u>Number of Attachments</u>	<u>Amount per Attachment</u>	<u>Maximum Total</u>
1-5,000	\$20/Attachment	\$100,000
5,001-10,000	\$10/Attachment	\$150,000
10,001+	\$5/Attachment	\$1,000,000

The above-stated amounts are incremental. By way of example, 7,500 Attachments would require Performance Assurance in the amount of \$125,000 (\$20 per Attachment for the first 5000 Attachments; \$10 per Attachment for the next 2,500 Attachments); 15,000 Attachments would require Performance Assurance in the amount of \$175,000 (\$20 per Attachment for the first 5000 Attachments; \$10 per Attachment the next 5,000 Attachments; and \$5 per Attachment for the last 5,000 Attachments).

The amount of the Performance Assurance shall be calculated by the Company annually based on the Attachment Customer’s then-existing number of Attachments. Attachment Customer shall provide the Performance Assurance within 30 days of its request by the Company.

If Attachment Customer proposes to attach a Wireless Facility or Facilities to a Structure, Attachment Customer shall post Performance Assurance in the amount of \$1,500 for each pole to which a wireless attachment is attached. The amount of the Performance Assurance shall not be reduced upon completion of installation or other event.

In the event the Customer provides Performance Assurance in the form of a surety bond or Letter of Credit, each bond or Letter of Credit shall contain the provision that it shall not be terminated prior to six (6) months after Company’s receipt of written notice of the desire of the bonding or insurance company, or bank, to terminate such bond or Letter of Credit. Company may waive this requirement if an acceptable replacement is received before the six (6) months has ended. Upon termination of such surety bond or Letter of

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On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate

PSA

Pole and Structure Attachment Charges

Credit, , Company shall request Attachment Customer to immediately remove its Cables, Wireless Facilities, Attachments and all other facilities from Company Structures. If Attachment Customer should fail to complete the removal of all of its facilities from Company’s Structures within thirty (30) days after receipt of such request, then Company may remove Attachment Customer’s facilities at Attachment Customer’s expense and without liability for any damage to Attachment Customer’s facilities.

Each surety bond shall be issued by an entity having a minimum A.M. Best rating of A- and/or Letter of Credit shall be issued by an entity having a minimum Credit Rating of A- by S& P or A3 by Moody’s at the time of issuance and at all times the relevant instrument is outstanding.

- b. Attachment Customer may elect not to provide Performance Assurance if:
 - 1. Attachment Customer has been in business at least one (1) year and has a corporate credit rating or a senior unsecured rating of at least Baa2 (Moody's) or BBB (S&P's); or
 - 2. Attachment Customer has been in business at least one (1) year, and provides its most recent audited financial statements to Company which demonstrates that Attachment Customer meets standards that are at least equivalent to the standards underlying the credit ratings of Baa2 (Moody's) or BBB (S&P's); or,
 - 3. A corporate affiliate of Attachment Customer (“Guarantor”) meets the criteria set out in (1) or (2) above, and Guarantor provides a written guarantee (in a form acceptable to Company) that the corporate affiliate will guarantee all financial obligations associated with Attachment Customer's use of Company's Structures.

Annually, upon the Company’s request, an Attachment Customer electing not to provide Performance Assurance under one of the options in b. above shall provide Company with such information as Company requires to determine whether Attachment Customer remains eligible to make such election.

25. CERTIFICATION OF NOTICE REQUIREMENTS

Attachment Customer’s highest ranking officer located in Kentucky shall certify under oath on or before January 31 of each year that the Attachment Customer has complied with all notification requirements of this Schedule. The certification shall be in the form prescribed by Company from time to time, and Company shall provide the current version of such form on or after January 1 of each year. If Attachment Customer does not have an officer located in Kentucky, then the certification shall be provided by the officer with responsibility for Attachment Customer’s operations in Kentucky.

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Lexington, Kentucky

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2018-00294 dated April 30, 2019**

Standard Rate

PSA

Pole and Structure Attachment Charges

26. NOTICES

Any notice or request required by this Schedule or the Contract shall be deemed properly given if sent overnight by nationally recognized overnight courier, sent by certified U.S. mail, return receipt requested, postage prepaid, or sent by telecopier with confirmed receipt to Company's and Attachment Customer's designated representative. The designation of the representative to be notified, his address and/or telecopier number may be changed at any time by similar notice.

T

27. LIENS

To the extent permitted by law, in the event any construction lien or other encumbrance shall be placed on the Attachments as a result of the actions or omissions of Attachment Customer or its Contractor, Attachment Customer shall promptly, in accordance with applicable laws, discharge such lien or encumbrance without cost or expense to Company. Attachment Customer shall indemnify Company for any and all actual damages that may be suffered or incurred by Company in discharging or releasing said lien or encumbrance.

28. FORCE MAJEURE

In the event Attachment Customer or Company is delayed in or prevented from performing any of its respective obligations under an Contract or this Schedule due to acts of God, war, riots, civil insurrection, acts of the public enemy, strikes, lockouts, acts of civil or military authority, government shutdown, fires, floods, earthquakes, storms and other major disruptive events, fiber, cable or other material failures, shortages or unavailability, delay in delivery not resulting from its failure to timely place orders therefor, lack or delay in transportation, or due to any other causes beyond its reasonable control, then such delay or nonperformance shall be excused.

T

29. LIMITATION OF LIABILITY

IN NO EVENT SHALL COMPANY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER A CONTRACT OR THIS SCHEDULE TO ATTACHMENT CUSTOMER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH A CONTRACT OR THIS SCHEDULE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. THE LIMITATIONS SET FORTH IN THIS SECTION 29 SHALL NOT APPLY TO DAMAGES OR LIABILITY ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF COMPANY IN PERFORMING ITS OBLIGATIONS UNDER A CONTRACT OR THIS SCHEDULE.

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

Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX

Standard Rate

EVSE

Electric Vehicle Supply Equipment

APPLICABLE

In all territory served.

AVAILABILITY

Available to Customers to be served or currently being served under Rates GS (with energy usage of 500 kWh or higher per month), GTOD-Energy, GTOD-Demand, AES, PS, TODS, TODP, RTS, and FLS, for the purpose of charging electric vehicles. T

Charging station is offered under the conditions set out hereinafter for electric vehicle supply equipment such as, but not limited to, the charging of electric vehicles via street parking, parking lots, and other outdoor areas.

A basic underground service includes the charging station, existing transformer (or secondary pedestal) and 208/240 volt single-phase service, and necessary conductor and equipment typical of an underground service drop. Said service drop can originate from underground or overhead equipment. Company will furnish, own, and maintain the charging unit and cable. The Customer will own and maintain duct systems and associated equipment needed to serve the charger. T
T

Where the location of existing facilities is not suitable, and Customer requests service under these conditions, Company may furnish the requested facilities at an additional charge to be determined under the Excess Facilities Rider.

Company may coordinate charging station installation with Company's current charging station suppliers and Customer. Customer shall be responsible for the charging equipment installation costs. T

Service will be provided under written contract, signed by Customer prior to service commencing.

RATE

	Single Charger	Dual Charger	
Monthly Charging Unit Fee:			T
Networked Charger:	\$132.09	\$193.62	T
Non-Networked Charger:	\$82.86		N

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

EVSE
Electric Vehicle Supply Equipment

ADJUSTMENT CLAUSES

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

Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	N
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	

ENERGY CONSUMPTION

Determination of energy applies to the non-metered charging station. The applicable fuel clause charge or credit will be based on an annual 5,004 kilowatt-hours. T

PAYMENT

The EVSE charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice. Cancellation by Customer prior to the expiration of the initial term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the initial term of the contract.

TERMS AND CONDITIONS

1. Service shall be furnished under Company's Terms and Conditions in this Tariff Book, except as set out herein.
2. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for installation.
3. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and Customer. Where attachment of Customer's devices and/or equipment is made to Company facilities, Customer must have an attachment agreement with Company.
4. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults.

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On and After July 1, 2021

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Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

**EVSE
Electric Vehicle Supply Equipment**

TERMS AND CONDITIONS (continued)

5. Customer shall be responsible for the cost of charging station replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal wear and tear. Company may decline to provide or to continue service in locations where, in Company's judgment, such facilities will be subject to unusual hazards or risk of damage.
6. If Customer requests the removal of an existing charging station, including, but not limited to, poles, or other supporting facilities that were in service less than twenty (20) years, and requests installation of replacement facilities within five (5) years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
7. Temporary suspension of charging station is not permitted. Upon permanent discontinuance of service, charging station and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.
8. Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.
9. Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for service shall furnish Company with realistic estimates of prospective electricity requirements.
10. Customer shall agree to permit Company to obtain specific charging station usage data directly from the Charging Station Supplier.

MINIMUM CHARGE

The Monthly Charging Unit Fee shall be the minimum charge.

DUE DATE OF BILL

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

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2016-00370 dated June 22, 2017 and modified June 29, 2017**

Standard Rate EVC-L2 T
Electric Vehicle Charging Service - Level 2 T

APPLICABLE

In all territory served.

AVAILABILITY

Available to operators of licensed electric vehicles (EV). EV Customer is defined as the party who owns/operates a licensed electric vehicle, connects that vehicle for the purpose of receiving vehicle charging service to a Company-owned charging station providing service under this schedule, and willingly accepts Company's fee structure for the vehicle charging service. EVC-L2 is offered under the conditions set out hereinafter for the purpose of charging EVs via street parking, parking lots, and other outdoor areas for stations rated at AC Level 2 speeds. EV Customers' charging systems must meet applicable charging standards. Service under this rate schedule is limited to a maximum of ten stations. Company will accept Customers on a first-come-first-served basis. T

Company assumes no liability or responsibility for any potential automotive-related incidents that occur at Company-owned public charging locations. EV Customer accepts all restrictions related to the temporary parking space. T

RATE

Fee for First Two (2) Hours \$0.75 per Hour

Fee for Every Hour After First Two (2) Hours \$1.00 per Hour

Charging Unit Fee includes an Energy Charge, adjustment clauses, and applicable franchise fee and tax.

Charging sessions of less than a full hour will be prorated.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above includes the following:

Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	
Environmental Cost Recovery Surcharge	Sheet No. 87	N

The bill amount specified above will be increased or decreased in accordance with the following:

Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

EVC-L2

Electric Vehicle Charging Service - Level 2

T
T

TERMS AND CONDITIONS

1. Service shall be furnished under the following Terms and Conditions and excludes Company's Terms and Conditions set out in this Tariff Book.
2. EV Customer is required to pay by means of credit card or Charging Station Supplier account.
 - a. Credit Card must be chip enabled (if card is not chip enabled, Customer must call the Charging Station Supplier at toll-free number provided at station), or
 - b. EV Customer is required to open a Charging Station Supplier account and accepts all terms and conditions of Charging Station Supplier.
3. Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.
4. Company is merely a supplier of electricity delivered to the point of connection of Company's and charging station facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of EV Customer or of third persons resulting from the presence, use or abuse of electricity or resulting from defects in or accidents to any of EV Customer's wiring, equipment, or vehicle, or resulting from any cause whatsoever other than the negligence of Company.
5. In no event shall Company have any liability to EV Customer, the owner of a vehicle receiving charging service, or any other party affected by the electrical service to EV Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to EV Customer, the owner of a vehicle receiving charging service, or any other party. In the event that EV Customer's use of Company's service causes damage to Company's property or injuries to persons, EV Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.
6. By connecting a vehicle to the Charging Station, the EV Customer represents that the EV Customer is authorized to operate that vehicle and to connect it to the Charging Station for the purpose of receiving vehicle charging service.
7. All service and maintenance will be performed only during regular scheduled working hours of Company.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate

EVC-FAST

N

Electric Vehicle Fast Charging Service

APPLICABLE

In all territory served.

AVAILABILITY

Available to operators of licensed electric vehicles (EV). EV Customer is defined as the party who owns/operates a licensed electric vehicle, connects that vehicle for the purpose of receiving vehicle charging service to a Company-owned charging station providing service under this schedule, and willingly accepts Company's fee structure for the vehicle charging service. EVC-FAST is offered under the conditions set out hereinafter for the purpose of charging EVs via street parking, parking lots, and other outdoor areas using chargers with an output of 50 kW or greater. EV Customers' charging systems must meet applicable charging standards. Company will accept EV Customers on a first-come-first-served basis.

Company assumes no liability or responsibility for any potential automotive-related incidents that occur at Company-owned public charging locations. EV Customer accepts all restrictions related to the temporary parking space.

RATE

Fee for use \$0.25 per kWh

Charging Unit Fee includes an Energy Charge, adjustment clauses, and applicable franchise fee and tax.

ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above includes the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Economic Relief Surcredit	Sheet No. 89
Environmental Cost Recovery Surcharge	Sheet No. 87

The bill amount specified above will be increased or decreased in accordance with the following:

Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

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State Regulation and Rates
Lexington, Kentucky

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2020-00349 dated XXXX**

Standard Rate

EVC-FAST
Electric Vehicle Fast Charging Service

N

TERMS AND CONDITIONS

1. Service shall be furnished under the following Terms and Conditions and excludes Company's Terms and Conditions set out in this Tariff Book.
2. EV Customer is required to pay by means of credit card or Charging Station Supplier account.
 - a. Credit Card must be chip enabled (if card is not chip enabled, Customer must call the Charging Station Supplier at toll-free number provided at station), or
 - b. EV Customer is required to open a Charging Station Supplier account and accepts all terms and conditions of Charging Station Supplier.
3. Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.
4. Company is merely a supplier of electricity delivered to the point of connection of Company's and charging station facilities and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of EV Customer or of third persons resulting from the presence, use or abuse of electricity or resulting from defects in or accidents to any of EV Customer's wiring, equipment, or vehicle, or resulting from any cause whatsoever other than the negligence of Company.
5. In no event shall Company have any liability to EV Customer, the owner of a vehicle receiving charging service, or any other party affected by the electrical service to EV Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to EV Customer, the owner of a vehicle receiving charging service, or any other party. In the event that EV Customer's use of Company's service causes damage to Company's property or injuries to persons, EV Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.
6. By connecting a vehicle to the Charging Station, the EV Customer represents that the EV Customer is authorized to operate that vehicle and to connect it to the Charging Station for the purpose of receiving vehicle charging service.
7. All service and maintenance will be performed only during regular scheduled working hours of Company.

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State Regulation and Rates
Lexington, Kentucky

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2020-00349 dated XXXX**

Standard Rate

Special Charges

The following charges will be applied uniformly throughout Company's service territory. Each charge, as approved by the Public Service Commission, reflects only that revenue required to cover associated expenses.

RETURNED PAYMENT CHARGE

In those instances where a Customer renders payment to Company which is not honored upon deposit by Company, the Customer will be charged \$3.50 to cover the additional processing costs. |

METER TEST CHARGE

Where the test of a meter is performed during normal working hours upon the written request of a Customer, pursuant to 807 KAR 5:006, Section 19, and the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1), the Customer will be charged \$79.00 to cover the test and transportation costs. |

DISCONNECT/RECONNECT SERVICE CHARGE

A charge of \$37.00 will be made to cover disconnection and reconnection of electric service when the Customer has no "remote disconnection and reconnection" capability as defined below and is discontinued for non-payment of bills or for violation of Company's Terms and Conditions, such charge to be made before reconnection occurs. "Remote disconnection and reconnection" is defined as Customer having an advanced meter with a remote service switch as well as Company having implemented the requisite systems functionality to enable such activity. Customers who have meters capable of "remote disconnection and reconnection" will not be charged a disconnect/reconnect service charge. No charge will be made for Customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection. |
N
N
N
N
N
N

Residential and general service Customers may request and be granted temporary suspension of electric service. In the event of such temporary suspension, Company will make a charge of \$37.00 to cover disconnection and reconnection of electric service, such charge to be made before reconnection occurs. Customers who have meters capable of "remote disconnection and reconnection" will not be charged a disconnect/reconnect service charge. |
N
N

METER PULSE CHARGE

Where a Customer desires and Company is willing to provide data meter pulses, a charge of \$21.00 per month per installed set of pulse-generating equipment will be made to those data pulses. Time pulses will not be supplied. R

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Lexington, Kentucky

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Public Service Commission in Case No.
2020-00349 dated XXXX**

Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 45.1

Standard Rate

Special Charges

METER PULSE CHARGE (continued)

Service to provide data meter pulses will be furnished only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. N
N
N
N

In no event shall Company's meter pulse data have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that Customer's use of Company's service causes damage to Company's property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith. N
N
N
N
N
N
N
N
N

UNAUTHORIZED CONNECTION CHARGE

When Company determines that Customer has tampered with a meter, reconnected service without authorization from Company that previously had been disconnected by Company, or connected service without authorization from Company, then the following charges shall be assessed for each instance of such tampering or unauthorized reconnection or connection of service: T

1. A charge of \$45.00 for tampering or an unauthorized connection or reconnection that does not require the replacement of the meter; R
2. A charge of \$66.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase standard meter; R
3. A charge of \$87.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Automatic Meter Reading (AMR) meter; R
4. A charge of \$149.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Advanced Metering Infrastructure (AMI) meter; or R
T
5. A charge of \$154.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a three-phase meter. R

Company may, in its sole discretion, require Customer to take service using a non-AMI meter and pay AMI Opt Out Charges (see Sheet No. 45.2) if Customer engages in particularly dangerous or repeated instances of tampering with an AMI meter. If there are no additional instances of tampering after twelve (12) months of having an AMI meter removed, Customer may request to have an AMI meter reinstalled and end AMI Opt Out Charges. N
N
N
N
N

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Lexington, Kentucky

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Standard Rate

Special Charges

AMI OPT OUT CHARGES

Customer may opt out of having an AMI meter by contacting Company to request a non-AMI meter. If Company has a non-AMI meter available, Company will honor Customer's opt-out request and assess the following charges:

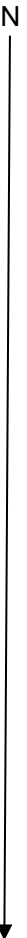
1. A one-time opt-out set-up fee of \$39.00 per service delivery point. During Company's AMI project deployment phase, if Customer requests a non-AMI meter prior to an AMI meter being installed at Customer's premise, Company will not charge the one-time set-up fee.
2. A monthly opt-out charge of \$15.00 per service delivery point.

If Customer chooses to opt out any meter on a single premise, Customer must opt out all Company meters on that premise. Company has sole discretion to determine the alternative metering to be used for opted-out meters.

TERMS AND CONDITIONS

Company has the right to refuse an opt-out request if:

- (a) Customer has a history of meter tampering or unauthorized use of electricity at the current or any prior location;
- (b) The service creates a safety hazard to consumers or their premises, the public, or the electric utility's personnel or facilities; or
- (c) Customer prevents the electric utility's employees or agents access to the meter at the customer's premises for maintenance, connection/disconnection, or meter-reading.



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State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

CSR-1

Curtaileable Service Rider-1

APPLICABLE

In all territory served.

AVAILABILITY

Availability limited to Customers served under applicable rate schedules who contract for not less than 1,000 kVA individually, and executed a contract under this rider prior to July 1, 2017. Company will not enter into contracts for additional curtaileable demand, even with Customers already participating in this rider, on or after July 1, 2017.

CONTRACT OPTION

Customer may, at Customer’s option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed 375 hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time. Company may request or cancel a curtailment at any time during any hour of the year, but shall give no less than sixty (60) minutes notice when either requesting or canceling a curtailment.

Company may request at its sole discretion up to 100 hours of physical curtailment per year. Company will request physical curtailment only when (1) all available units have been dispatched or are being dispatched and (2) all off-system sales have been or are being curtailed. Company may also request at its sole discretion up to 275 hours of curtailment per year with a buy-through option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtaileable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtaileable requirements. Customers choosing to curtail rather than buy through during any of the 275 hours of Company-requested curtailment with a buy-through option each year shall not reduce, diminish, or detract from the 100 hours of physical curtailment Company may request each year.

Curtaileable load and compliance with a request for curtailment shall be measured in one of the following ways:

Option A -- Customer may contract for a given amount of firm demand in kVA. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the actual kWh during any requested curtailment and the contracted firm demand multiplied by the time period (hours) of curtailment [Actual kWh – (firm kVA x hours curtailed)]. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate Rider

CSR-1
Curtable Service Rider-1

Option B – Customer may contract for a given amount of curtable load in kVA by which Customer shall agree to reduce its demand at any time by such Designated Curtable Load. During a request for physical curtable, Customer shall reduce its demand to a level equal to the maximum demand in kVA immediately prior to the curtable less the designated curtable load. During a request for curtable with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtable and the product of Customer’s maximum load immediately preceding curtable less Customer’s designated curtable load designated in the contract multiplied by the time period (hours) of a requested curtable {Actual kWh – [(Max kVA preceding – Designated Curtable kVA) x hours of requested curtable]}.

Non-compliance for each requested physical curtable shall be the measured positive value in kVA determined by subtracting (i) Customer’s designated curtable load from (ii) Customer’s maximum demand immediately preceding the curtable and then subtracting such difference from (iii) Customer’s maximum demand during such curtable.

RATE

Customer will receive the following credits for curtable service during the month:

- Transmission Voltage Service: \$3.20 per kVA of Curtable Billing Demand
- Primary Voltage Service: \$3.31 per kVA of Curtable Billing Demand

Non-Compliance Charge: \$16.00 per kVA

Failure of Customer to curtable when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtable not met at the applicable standard charges. Company and Customer may arrange to have installed, at Customer’s expense, the necessary telecommunication and control equipment to allow Company to control Customers’ curtable load. Non-compliance charges will be waived if failure to curtable is a result of failure of Company’s equipment; however, non-compliance charges will not be waived if failure to curtable is a result of Customer’s equipment. If arrangements are made to have telecommunication and control equipment installed, then backup arrangements must also be established in the event either Company’s or Customer’s equipment fails.

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

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2018-00294 dated April 30, 2019**

Standard Rate Rider

**CSR-1
Curtable Service Rider-1**

CURTAILABLE BILLING DEMAND

For a Customer electing Option A, Curtable Billing Demand shall be the difference between (a) Customer’s measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M,(EST) and (ii) for the months October continuously through April, from 6 A.M. to 10 P.M, (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtable Billing Demand shall be the Customer Designated Curtable Load, as described above.

AUTOMATIC BUY-THROUGH PRICE

The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:

$$\text{Automatic Buy-Through Price} = \text{NGP} \times .012000 \text{ MMBtu/kWh}$$

Where: NGP is the Cash Price for “Natural Gas, Henry Hub” for the most recent day for which a price is posted that precedes the day in which the buy-through occurred.

CERTIFICATION

Upon commencement of service hereunder, Customer shall be required to demonstrate or certify to Company’s satisfaction the ability to comply with physical curtailment. On an annual basis, Customer will be required to certify continued capability to reduce its demand pursuant to the amount designated in the contract in the event of a request for curtailment. Failure to demonstrate or certify the capability to reduce demand pursuant to the amount designated in the contract may result in termination of service under this rider.

TERM OF CONTRACT

The minimum original contract period shall be one (1) year and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed reasonably necessary by the size of the load or other conditions.

TERMS AND CONDITIONS

When Company requests curtailment, upon request by Customer, Company shall provide a good-faith, non-binding estimate of the duration of requested curtailment. In addition, upon request by Company, Customer shall provide to Company a good-faith, non-binding short-term operational schedule for their facility.

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
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ISSUED BY: /s/ Robert M. Conroy, Vice President
State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate Rider

CSR-2

Curtailed Service Rider-2

APPLICABLE

In all territory served.

AVAILABILITY

Availability limited to Customers served under applicable rate schedules who contract for not less than 1,000 kVA individually, and executed a contract under this rider prior to July 1, 2017. Company will not enter into contracts for additional curtailable demand, even with Customers already participating in this rider, on or after July 1, 2017.

CONTRACT OPTION

Customer may, at Customer's option, contract with Company to curtail service upon notification by Company. Requests for curtailment shall not exceed 375 hours per year nor shall any single request for curtailment be for less than thirty (30) minutes or for more than fourteen (14) hours per calendar day, with no more than two (2) requests for curtailment per calendar day within these parameters. A curtailment is a continuous event with a start and stop time. Company may request or cancel a curtailment at any time during any hour of the year.

Company may request at its sole discretion physical curtailment no more than twenty (20) times per calendar year totaling no more than 100 hours. Company will request physical curtailment only when more than ten (10) of the Companies' primary combustion turbines (CTs) (those with a capacity greater than 100 MW) are being dispatched, irrespective of whether the Companies are making off-system sales. However, to avoid a physical curtailment a CSR Customer may buy through a requested curtailment at the Automatic Buy-Through Price. Any buy-through of a physical curtailment request will not count toward the 100-hour limit or 20-curtailment-request limit, but will count toward the 275 hours under the buy-through option discussed below. If all available units have been dispatched or are being dispatched, Company may request physical curtailment without a buy-through option. After receiving a physical curtailment request from Company where a buy-through option is available, a CSR Customer will have 10 minutes to inform Company whether the Customer elects to buy through or physically curtail. If the Customer elects to physically curtail, the Customer will have 30 minutes to carry out the required physical curtailment (i.e., a total of 40 minutes from the time Company requests curtailment to the time the Customer must implement the curtailment). If a Customer does not respond within 10 minutes of notice of a curtailment request from Company, the Customer will be assumed to have elected to buy through the requested curtailment, subject to any prior written agreement with the Customer. After receiving a physical curtailment request from Company when no buy-through option is available, a CSR Customer will have 40 minutes to carry out the required physical curtailment.

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Lexington, Kentucky

**Issued by Authority of an Order of the
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2018-00294 dated April 30, 2019**

Standard Rate Rider

CSR-2
Curtable Service Rider-2

Company may also request at its sole discretion up to 275 hours of curtailment per year with a buy-through option, whereby Customer may, at its option, choose either to curtail service in accordance with this Rider or to continue to purchase its curtable requirements by paying the Automatic Buy-Through Price, as set forth below, for all kilowatt hours of curtable requirements. Customers choosing to curtail rather than buy through during any of the 275 hours of Company-requested curtailment with a buy-through option each year shall not reduce, diminish, or detract from the 100 hours of physical curtailment Company may request each year. For such curtailments, Company will give no less than sixty (60) minutes notice when either requesting or canceling a curtailment.

Curtable load and compliance with a request for curtailment shall be measured in one of the following ways:

Option A -- Customer may contract for a given amount of firm demand in kVA. During a request for physical curtailment, Customer shall reduce its demand to the firm demand designated in the contract. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price, as applicable, shall apply to the difference in the actual kWh during any requested curtailment and the contracted firm demand multiplied by the time period (hours) of curtailment [Actual kWh – (firm kVA x hours curtailed)]. The measured kVA demand in excess of the firm load during each requested physical curtailment in the billing period shall be the measure of non-compliance.

Option B -- Customer may contract for a given amount of curtable load in kVA by which Customer shall agree to reduce its demand at any time by such Designated Curtable Load. During a request for physical curtailment, Customer shall reduce its demand to a level equal to the maximum demand in kVA immediately prior to the curtailment less the designated curtable load. During a request for curtailment with a buy-through option, the Automatic Buy-Through Price shall apply to the difference in the actual kWh during any requested curtailment and the product of Customer’s maximum load immediately preceding curtailment less Customer’s designated curtable load designated in the contract multiplied by the time period (hours) of a requested curtailment {Actual kWh – [(Max kVA preceding – Designated Curtable kVA) x hours of requested curtailment]}.

Non-compliance for each requested physical curtailment shall be the measured positive value in kVA determined by subtracting (i) Customer’s designated curtable load from (ii) Customer’s maximum demand immediately preceding the curtailment and then subtracting such difference from (iii) Customer’s maximum demand during such curtailment.

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate Rider

CSR-2
Curtailed Service Rider-2

RATE

Customer will receive the following credits for curtailable service during the month:

- Transmission Voltage Service: \$ 5.90 per kVA of Curtailable Billing Demand
- Primary Voltage Service: \$ 6.00 per kVA of Curtailable Billing Demand

Non-Compliance Charge: \$16.00 per kVA

Failure of Customer to curtail when requested to do so may result in termination of service under this rider. Customer will be charged for the portion of each requested curtailment not met at the applicable standard charges. Company and Customer may arrange to have installed, at Customer's expense, the necessary telecommunication and control equipment to allow Company to control Customer's curtailable load. Non-compliance charges will be waived if failure to curtail is a result of failure of Company's equipment; however, non-compliance charges will not be waived if failure to curtail is a result of Customer's equipment. If arrangements are made to have telecommunication and control equipment installed, then backup arrangements must also be established in the event either Company's or Customer's equipment fails.

CURTAILABLE BILLING DEMAND

For a Customer electing Option A, Curtailable Billing Demand shall be the difference between (a) Customer's measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., (EST) and (ii) for the months October continuously through April, from 6 A.M. to 10 P.M., (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtailable Billing Demand shall be the Customer Designated Curtailable Load, as described above.

AUTOMATIC BUY-THROUGH PRICE

The Automatic Buy-Through Price per kWh shall be determined daily in accordance with the following formula:

$$\text{Automatic Buy-Through Price} = \text{NGP} \times .012000 \text{ MMBtu/kWh}$$

Where: NGP is the Cash Price for "Natural Gas, Henry Hub" for the most recent day for which a price is posted that precedes the day in which the buy-through occurred.

DATE OF ISSUE: June XX, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate Rider

**CSR-2
Curtailed Service Rider-2**

CERTIFICATION

Upon commencement of service hereunder, Customer shall be required to demonstrate or certify to Company's satisfaction the ability to comply with physical curtailment. On an annual basis, Customer will be required to certify continued capability to reduce its demand pursuant to the amount designated in the contract in the event of a request for curtailment. Failure to demonstrate or certify the capability to reduce demand pursuant to the amount designated in the contract may result in termination of service under this rider.

TERM OF CONTRACT

The minimum original contract period shall be two (2) years and thereafter until terminated by giving at least six (6) months previous written notice, but Company may require that contract be executed for a longer initial term when deemed reasonably necessary by the size of the load or other conditions.

TERMS AND CONDITIONS

When Company requests curtailment, upon request by Customer, Company shall provide a good-faith, non-binding estimate of the duration of requested curtailment. In addition, upon request by Company, Customer shall provide to Company a good-faith, non-binding short-term operational schedule for their facility.

Except as specified above, all other provisions of the power rate to which this schedule is a rider shall apply.

DATE OF ISSUE: June XX, 2021

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On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate Rider

EF
Excess Facilities

APPLICABLE

In all territory served.

AVAILABILITY

Available for non-standard service facilities which are considered to be in excess of the standard facilities that would normally be provided by Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company’s safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.

DEFINITION OF EXCESS FACILITIES

Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service and where such facilities are dedicated to a specific Customer. Applications of excess facilities include, but are not limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

EXCESS FACILITIES CHARGE

Company shall provide normal operation and maintenance of the excess facilities. Should the facilities suffer failure, Company will provide for replacement of such facilities and the monthly charge will be adjusted to reflect the installed cost of the replacement facilities. No adjustment in the monthly charge for a replacement of facilities will be made during the initial five (5) year term of contract.

Customer shall pay for excess facilities by:

- a. making a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With No Contribution–in-Aid-of-Construction	1.17%	I
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- b. making a one-time Contribution-in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:

Percentage With Contribution-in-Aid of-Construction	0.47%
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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

EF
Excess Facilities

PAYMENT

The Excess Facilities Charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

TERM OF CONTRACT

The initial term of contract to Customer under this schedule shall be not less than five (5) years. The term shall continue automatically until terminated by either party upon at least one (1) month's written notice. Customer may be responsible for removal cost of facilities upon termination of the contract.

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DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

RC
Redundant Capacity

APPLICABLE

In all territory served.

AVAILABILITY

Available to customers served under Company’s rate schedules which include a demand charge or a special contract including a demand charge.

Available to Customers requesting the reservation of capacity on Company’s facilities which are shared by other Customers when Company has and is willing to reserve such capacity. Such facilities represent a redundant delivery to provide electric service to Customer’s facility in the event that an emergency or unusual occurrence renders Customer’s principal delivery unavailable for providing service. Where Customer desires to split a load between multiple meters on multiple feeds and contract for Redundant Capacity on those feeds, service is contingent on the practicality of metering to measure any transferred load to the redundant feed.

RATE:

Capacity Reservation Charge

Secondary Distribution	\$1.36 per kW/kVA per month	I
Primary Distribution	\$0.92 per kW/kVA per month	R

Applicable to the greater of:

1. the highest average load in kW/kVA (as is appropriate for the demand basis of the rate schedule on which Customer is billed) recorded at either the principal distribution feed metering point or at the redundant distribution feed metering point during any 15-minute interval in the monthly billing period;
2. 50% of the maximum demand similarly determined for any of the eleven (11) preceding months; or
3. the contracted capacity reservation.

TERM OF CONTRACT

The minimum contract term shall be five (5) years, and shall be renewed for one (1) year periods until either party provides the other with ninety (90) days written notice of a desire to terminate the arrangement. Company may require that a contract be executed for a longer initial term when deemed necessary by the difficulty and/or high cost associated with providing the redundant feed or other special conditions.

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

**IL
Intermittent Loads**

APPLICABLE

In all territory served.

AVAILABILITY

This schedule applies to all loads having a detrimental effect upon the electric service rendered to other Customers of Company or upon Company's facilities.

Where Customer's use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if Customer's use of Company's service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to Customer in accordance with 807 KAR 5:006, Section 15(1)(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer's proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer's use of service is unacceptable, Company's use of such experts and/or consultants will be at Customer's expense.

RATE

1. A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider.
2. Plus the charges provided for under the rate schedule applicable, including any Basic Service Charge if applicable, Energy Charge, Maximum Load Charge (if load charge rate is used), Fuel Adjustment Clause and the Minimum Charge under such rate adjusted in accordance with (a) or (b) herein.

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On and After May 1, 2019

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

**Issued by Authority of an Order of the
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2018-00294 dated April 30, 2019**

Standard Rate Rider

**IL
Intermittent Loads**

RATE (continued)

- a. If rate schedule calls for a minimum based on the total kW of connected load, each kVA of such special equipment shall be counted as one kW connected load for minimum billing purposes.
- b. If rate schedule calls for a minimum based on the 15-minute integrated load, and such loads operate only intermittently so that the kW registered on a standard 15-minute integrated demand meter is small in comparison to the instantaneous load such equipment is capable of imposing, each kVA of such special equipment shall be counted as one-third kW load for minimum billing purposes.

MINIMUM CHARGE

As determined by this rider and the rate schedule to which it is attached.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2016-00370 dated June 22, 2017 and modified June 29, 2017**

Standard Rate Rider

TS

Temporary-to-Permanent and Seasonal Service

APPLICABLE

In all territory served.

AVAILABILITY

This rider is available at the option of Company where:

1. Customer's business requires service provided for construction of permanent delivery points for residences and commercial buildings; or
2. Customer's business does not require permanent installation of Company's facilities and is of such nature to require only seasonal service or temporary service; or
3. Customer's service is over 50 kW, provided for construction purposes, and where in the judgment of Company the local and system electrical facility capacities are adequate to serve the load without impairment of service to other Customers; or
4. Customer has need for temporary intermittent use of Company facilities and Company has facilities it is willing to provide Customer for installation and operational testing of Customer's equipment.

This service is available for not less than one (1) month (approximately thirty (30) days), but when service is used longer than one (1) month, any fraction of a month's use will be prorated for billing purposes. Where this service is provided under 3 or 4 above, Company will determine the term of service, which shall not exceed three (3) years.

CONDITIONS

Company may permit such electric loads to be served on the rate schedule normally applicable, but without requiring a yearly contract and minimum, substituting therefore the following conditions and agreements:

1. For Temporary-to-Permanent service which requires service for construction of permanent delivery points for residences and commercial buildings, the Company will provide a temporary electric service upon request by the customer for a non-refundable charge. This charge, which will be subject to an annual review and revision, shall depend on the facilities which must be installed (and removed) by the Company in order to connect service.

The standard charge shall be 15% of the estimated installation and removal cost where the facilities to provide service are already in place. It also applies where all of the installed facilities will be utilized, without modification, as part of a future permanent service.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate Rider

TS

Temporary-to-Permanent and Seasonal Service

CONDITIONS (continued)

- 2. For Seasonal Service where facilities are installed for temporary service that will not be utilized as part of a future permanent service, the customer shall pay Company for all costs of making temporary connections, including cost of installing necessary transformers, meters, poles, wire and any other material, and any cost of material which cannot be salvaged, and the cost of removing such facilities when load has ceased.

Temporary services for underground or overhead installations are to be constructed as specified by Company standards. Customer will furnish and install material and equipment, including mast for service entrance, conductors, meter base, main disconnect, breaker assembly and grounding. Once the temporary service is no longer needed, the Customer must contact the Company for removal.

For such cases where a temporary service is written upon a refundable contract, the customer will be refunded back the deposit paid for the temporary service after three years of continuous service.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
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2018-00294 dated April 30, 2019**

Standard Rate Rider

Kilowatt-Hours Consumed By Lighting Units

APPLICABLE

In all territory served to determine energy consumption applied to Company's non-metered lighting rate schedules.

DETERMINATION OF ENERGY CONSUMPTION

The applicable Fuel Adjustment Clause charge or credit will be based on the kilowatt-hours calculated by multiplying the kilowatt load of each light times the number of hours that light is in use during the billing month. The kilowatt load of each light is shown in the section titled RATE. The number of hours a light will be in use during a given month is from dusk to dawn as shown in the following Hours Use Table.

<u>HOURS USE TABLE</u>	
<u>Month</u>	<u>Hours Light Is In Use</u>
JAN	407
FEB	344
MAR	347
APR	301
MAY	281
JUN	257
JUL	273
AUG	299
SEP	322
OCT	368
NOV	386
DEC	415
TOTAL FOR YEAR	4,000 HRS.

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State Regulation and Rates
Lexington, Kentucky

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2018-00294 dated April 30, 2019**

Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 69

Standard Rate Rider

GT
Green Tariff

APPLICABLE

In all territory served.

AVAILABILITY

Option #1: Renewable Energy Certificates (RECs)

Available as a rider to customers receiving service under Company's standard RS, RTOD-Energy, RTOD-Demand, GS, GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, or FLS rate schedules as an option to participate in Company's "Green Energy Program" whereby Company will aggregate the resources provided by the participating customers to develop green power, purchase green power, or purchase Renewable Energy Certificates.

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Participation in this option may be limited by the ability of the Company to procure RECs from Renewable Resources at a price equal to \$13 or less per REC. If the total of all kWh under contract under this tariff equals or exceeds the Company's ability to economically procure RECs (more than \$13 per REC), the Company may suspend the availability of this tariff to new participants.

Option #2: Business Solar

Available as a rider to customers receiving service under Company's standard GS, GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, or FLS rate schedules. Service under Option #2 requires Company and Customer to enter into a special contract, which must be filed with and approved by the Kentucky Public Service Commission.

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Participation in this option will be limited to Customers who wish to have the Company develop, procure, construct, maintain, manage, and own a solar array. The electrical energy produced by the array will be assigned to the Customer.

Option #3: Renewable Power Agreement

Available as a rider to customers to be served under Company's Standard Rate Schedules TODS, TODP, RTS and FLS. Service under Option #3 requires Company and Customer to enter into a special contract, which must be filed with and approved by the Kentucky Public Service Commission.

Customers who wish to purchase the electrical output and all associated environmental attributes from a renewable energy generator may contract bilaterally with the Company. In addition this option is limited to:

1. A customer contracting for a minimum monthly billing load of 10 MVA (or MW as is appropriate).
2. Any agreement must be greater than 10 MW nameplate AC, capped at a system cumulative 125 MW name plate AC and for a term that equals the generation purchase agreement for a minimum period of 5 years.
3. A Customer with multiple accounts may aggregate those accounts for the sole purpose of meeting the 10 MVA requirement.
4. Agreement must be for energy delivered to the Company's transmission system.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

GT
Green Tariff

AVAILABILITY – continued

- 5. Energy serving this option must be generated from a renewable resource developed on or after the Kentucky Public Service Commission special contract approval date.
- 6. Customer will have the opportunity to request the type of renewable resource (e.g., solar or wind) but not the specific facility or generation source.

DEFINITIONS

- 1. Green power is that electricity generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources. The locations of these sources are limited to Kentucky, Indiana, Tennessee, Ohio, West Virginia, Virginia, Missouri, and Illinois that are certified for the creation of Renewable Energy Credits by definition 2 and 3 below.
- 2. A Renewable Energy Certificate (“REC”) is the tradable unit which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of green power from the underlying electricity. One REC is equivalent to the environmental benefits and attributes of one MWh of green power. RECs may only be purchased from facilities located in Kentucky, Indiana, Tennessee, Ohio, West Virginia, Virginia, Missouri, and Illinois.
- 3. Eligible RECs are created from renewable facilities verified and approved by the proven renewable asset tracking systems associated with the major regional Independent System Operators (ISO) operators, PJM’s Generation Attribute Tracking System (GATS) or MISO’s Midwest Renewable Energy Tracking System (MRETS). The legal ownership of every REC so created is recorded and tracked by GATS or MRETS to assure its authenticity and single ownership.

RATE

Option #1: RECs

Customers who wish to support the development of electricity generated by Renewable Resources may contract to purchase each month a specific number of incremental blocks. All RECs purchased to support Option #1 of this tariff shall be retired by the Company on behalf of the customers.

Rate Schedules RS, RTOD-Energy, RTOD-Demand, GS, GTOD-Energy, and GTOD-Demand: T
Voluntary monthly contributions of any amount in \$5.00 increments

Rate Schedules PS, TODS, TODP, RTS, or FLS:
Voluntary monthly contributions of any amount in \$13.00 increments

Option #2: Business Solar

Charges and energy credits for this service will be set forth in the written agreement between the Company and the Customer and will reflect a combination of the firm service rates otherwise available to the Customer and the cost of the business solar facility being directly contracted for by the Customer.

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State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

GT
Green Tariff

RATE - continued

Option #3: Renewable Power Agreement

Charges and energy credits for this service will be set forth in the written agreement between the Company and the Customer and will reflect a combination of the firm service rates otherwise available to the Customer and the cost of the renewable energy resource, including appropriate transmission costs to deliver the energy to the Customer, being directly contracted for by the Customer.

Renewable energy purchased under the Renewable Power Agreement cannot be used to offset demand or demand charges.

For each 15-minute interval in a billing period, Company will compare Customer's energy consumption to the energy delivered to the Company under the Renewable Power Agreement. In each such 15-minute interval: (i) if Customer's consumption exceeds energy delivered, the difference in kWh between energy consumed and delivered is Net Consumption; or (ii) if energy delivered exceeds Customer's consumption, the difference in kWh between energy delivered and consumed is Net Production.

- a. Company will bill Customer for all Net Consumption in each billing period, inclusive of base-fuel, fuel adjustment clause and ECR applied as a percentage of the billed amount, in accordance with the Customer's standard rate schedule.
- b. Company will also provide Customer a bill credit for all Net Production in each billing period, with all Net Production to be valued at the avoided energy cost calculated under Company's Standard Rate Rider LQF (Sheet No. 56).

Customer will pay all cost associated with implementing the Renewable Power Agreement, inclusive of the contracted energy price, with no costs shifted to non-participants.

TERM

Option #1: Customers may participate through a one-time purchase or an automatic monthly purchase agreement. Customer may terminate service under this rider by notifying the Company through its Call Center or Business Office. The charges will be removed on the Customer's next bill after their request to terminate.

Option #2: The term will be agreed upon in a separate written bilateral agreement between the Company and the Customer. Contract to be filed with and approved by the Kentucky Public Service Commission.

Option #3: The term will be agreed upon in the separate written bilateral agreement between the Company and the Customer. Contract to be filed with and approved by the Kentucky Public Service Commission.

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State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No.
2020-00016 dated May 8, 2020 and modified May 26, 2020**

Standard Rate Rider

GT
Green Tariff

TERMS AND CONDITIONS

- 1. Customers participating in Option #1 may contribute as much as they like in the dollar increments outlined above. (RS, RTOD-Energy, RTOD-Demand, GS, GTOD-Energy, GTOD-Demand - \$5, \$10, \$15, \$20, etc), (PS, TODS, TODP, RTS, FLS - \$13, \$26, \$39, etc.)
- 2. An eligible Customer may participate in the Company's "Green Tariff" by making a request to Company's Call Center, Business Office, Key Account Manager, or through Company's website enrollment form. Funds provided by Customer to Company are not refundable.
- 3. Customers may not owe any arrearage prior to participating in the "Green Tariff". Any customer failing to pay the amount the customer pledged to contribute in Option #1 may be removed from the "Green Tariff". Any customer removed from Option#1 of the "Green Tariff" will not be allowed to re-apply for one year.
- 4. Customer will be billed monthly under the "Green Tariff". Such billing will be added to Customer's billing under any standard rate schedules plus applicable riders plus applicable adjustment clauses.

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

EDR

Economic Development Rider

APPLICABLE

In all territory served.

AVAILABILITY

Available as a rider to Customers to be served or being served under Rates TODS, TODP, and RTS to encourage Brownfield Development or Economic Development (as defined herein). Service under EDR is conditional on approval of a special contract for such service filed with and approved by the Kentucky Public Service Commission.

RATE

A Customer taking service under EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following:

For the twelve (12) consecutive monthly billings and the subsequent four consecutive twelve (12) monthly billing periods thereafter, the Total Demand Charge shall be reduced by 50%, 40%, 30%, 20%, 10% in the order of Customer's choosing at time of contract filing. All subsequent billing shall be at the full charges stated in the applicable rate schedule after this five (5) year period.

"Total Demand Charge" is the sum of all demand charges, including any credits provided under any other demand applicable rider, before the EDR discounts described above are applied.

TERMS AND CONDITIONS

Brownfield Development

1. Service under EDR for Brownfield Development is available to Customers locating at sites that have been submitted to, approved by, and added to the Brownfield Inventory maintained by the Kentucky Energy and Environment Cabinet (or by any successor entity created and authorized by the Commonwealth of Kentucky).
2. EDR for Brownfield Development is available only to minimum monthly billing loads of 500 kVA or greater and at least a 50% load factor where the Customer takes service from existing Company facilities with no material changes.

Economic Development

3. Service under EDR for Economic Development is available to:
 - a. new Customers contracting for a minimum monthly billing load of 1,000 kVA, and at least a 50% load factor; and

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

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Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate Rider

EDR
Economic Development Rider

TERMS AND CONDITIONS

Economic Development (continued)

- b. Existing Customers contracting for a minimum monthly billing load of 1,000 kVA above their Existing Base Load, and at least a 50% load factor to be determined as follows:
 - i. Company and the existing Customer will determine Customer's Existing Base Load by calculating a twelve (12) month rolling average of measured demand.
 - ii. Company and the existing Customer must agree upon the Existing Base Load, which shall be an explicit term of the special contract submitted to the Commission for approval before the Customer can take service under EDR. Once the Existing Base Load's value is thus established, it will not be subject to variation or eligible for service under EDR.
 - iii. This provision is not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a Customer's Existing Base Load. Such EDR service would continue under the terms of the contract already existing between Company and the Customer concerning the affected portion of the Customer's Existing Base Load.
- 4. A Customer desiring service under EDR for Economic Development must submit an application for service that includes:
 - a. a description of the new load to be served;
 - b. the number of new employees, if any, Customer anticipates employing associated with the new load;
 - c. the capital investment Customer anticipates making associated with the EDR load;
 - d. a certification that Customer has been qualified by the Commonwealth of Kentucky for benefits under programs reviewed and approved by the Kentucky Economic Development Finance Authority, or any successor entity authorized by the Commonwealth of Kentucky.
- 5. Should Company determine a refundable contribution for the capital investment in Customer-specific facilities required by Company to serve the EDR load would ordinarily be required as set out under Company's Line Extension Plan, I. Special Cases, that amount shall be determined over a fifteen (15) year period and payable at the end of the fifteen (15) year period.

D/N
D/N
D/N

DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 71.2

Standard Rate Rider

EDR
Economic Development Rider

Economic Re-Development

6. Service under EDR for Economic Re-Development is available to:
 - a. Customers locating at vacant commercial or industrial properties in the Company's service territory which have been unoccupied for at least twelve (12) consecutive months. Verification of vacancy will constitute evidence of minimal to no electrical use during the unoccupied timeframe as determined by the company. Development of green space or undeveloped properties or sites are excluded from the Re-Development rider.
 - b. EDR for Economic Re-Development is available only to minimum monthly billing loads of 500 kVA or greater where Customer takes service from the existing electrical infrastructure with no material changes and at least a 50% load factor.
 - c. A customer desiring service under must submit an application for service that includes:
 - i. a description of the new load to be served;
 - ii. the number of new employees, if any, Customer anticipates employing associated with the new load; and
 - iii. the capital investment Customer anticipates making associated with the EDR load.
 - d. Customers relocating their operations from another premise within the Company's service territory and maintaining the same demand load as indicated on the customer's Load Data Sheet are ineligible to participate in this tariff.
 - e. Customers relocating their operations from another premise within the Company's service territory and increasing the demand load as indicated on the customer's Load Data Sheet are eligible to participate in this tariff for the increased demand of 500 kVA minimum and at least a 50% load factor.
 - f. Should Company determine a refundable contribution for the capital investment in Customer-specific facilities required by Company to serve the EDR load would ordinarily be required as set out under Company's Line Extension Plan, that amount shall be determined over a fifteen (15) year period and payable at the end of the fifteen (15) year period.

General

7. Company may offer EDR to qualifying new load only when Company has generating capacity available and the new load will not accelerate Company's plans for additional generating capacity over the life of the EDR contract.
8. Customer may request an EDR effective initial billing date that is no later than twelve (12) months after the date on which the Kentucky Public Service Commission approves the customer agreement.

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 71.3

Standard Rate Rider

**EDR
Economic Development Rider**

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|---|------------------|
| 9. Company may offer differing terms, as appropriate, under special contract to which this rider is a part depending on the circumstances associated with providing service to a particular Customer and subject to approval by the Kentucky Public Service Commission. | T |
| 10. No credit under EDR will be calculated or applied to Customer's billing in any billing month in which Customer's metered load is less than the load required to be eligible for either Brownfield Development, Economic Development, or Economic Re-Development. | T |
| 11. EDR is not available to a new customer that results solely from a change in ownership of a previous customer's account. However, if a change in ownership occurs after the previous customer had entered into an EDR special contract, the successor customer may be allowed to fulfil the balance of the EDR special contract. | T |
| 12. All EDR contracts will provide for the recovery of EDR customer-specific fixed costs over the life of the contract. | N
N |
| 13. All EDR contracts designed to retain the load of existing customers should be accompanied by an affidavit of the customer stating that, without the rate discount, operations will cease or be severely restricted. Demonstration of financial hardship must also be provided by the customer to Company. | N
N
N
N |

TERM OF CONTRACT

Service will be furnished under the applicable rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of not less than ten (10) years and for such time thereafter under the terms stated in the rate schedule. A greater term of contract or termination notice may be required because of conditions associated with a Customer's requirements for service. Service will be continued under conditions provided for under the rate schedule to which this rider is attached after the original term of contract.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

SSP

Solar Share Program Rider

APPLICABLE

In all territory served.

AVAILABILITY

This optional, voluntary service is available to Customers taking service under Rates RS, RTOD-Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, AES, PS, TODS, and TODP. The terms and conditions set out herein are available for and applicable to participation in Company's Solar Share Program.

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RATE:

A customer may subscribe to capacity in the Solar Share Facilities by paying a One-Time Solar Capacity Charge or a Monthly Solar Capacity Charge—but not both—for each quarter-kW increment subscribed. The customer need not subscribe to all desired capacity using only one subscription approach, but the customer will pay only one kind of charge for each increment of capacity subscribed. For example, a customer subscribing to two quarter-kW increments may pay the One-Time Solar Capacity Charge for one increment and the Monthly Solar Capacity Charge for the other increment.

One-Time Solar Capacity Charge

A customer subscribing to capacity by paying the One-Time Solar Capacity Charge will receive Solar Energy Credit values subject to the terms and conditions of this Rider for a period of 25 years beginning with and including the first full billing period immediately following the customer's payment in full of the Capacity Charge.

The One-Time Solar Capacity Charge is only available for subscription on Solar Share Facilities that have not begun construction. Any one-time solar capacity subscription that becomes unsubscribed will be made available for subscription under the Monthly Solar Capacity Charge.

One-Time Solar Capacity Charge \$799.00 per quarter-kW subscribed

Monthly Solar Capacity Charge

Solar Capacity Charge \$5.55 per quarter-kW subscribed

Solar Energy Credit

Each billing period during which the Subscriber has paid in full for subscribed capacity under either option above, Company will compare a subscribing customer's pro rata AC energy produced by the Solar Share Facilities (in kWh) to the subscribing customer's energy consumption (in kWh) every 15 minutes. If consumption exceeded production, Company will bill Customer for the net energy consumed in accordance with Customer's standard rate schedule. If production equaled or exceeded consumption in any relevant period, Company will bill Customer for zero energy consumption for that period and provide a bill credit for each kWh of net production, if any, at the then-applicable non-time-differentiated rate for Company's Standard Rate Rider SQF.

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State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

SSP
Solar Share Program Rider

PROGRAM DESCRIPTION

The Solar Share Program is an optional, voluntary program that allows customers to subscribe to capacity in the Solar Share Facilities. Each Solar Share Facility will have an approximate direct-current (DC) capacity of 500 kW and will be available for subscription in nominal 250 W (quarter-kW) DC increments. Each subscribing customer ("Subscriber") may subscribe capacity up to an aggregate amount of 500 kW DC, though no Subscriber may subscribe more than 250 kW DC in any single Solar Share Facility.

There are two mutually exclusive options for subscribing to each increment of capacity.

Option 1: Capacity Subscribed by Paying Only the One-Time Solar Capacity Charge

For capacity subscribed by paying the One-Time Solar Capacity Charge, the One-Time Solar Capacity Charge will be included on the Subscriber's bill for the first billing period in which the subscribed capacity achieves commercial operation.

A customer choosing to pay the One-Time Solar Capacity Charge may transfer subscribed capacity between the customer's own accounts or may assign subscribed capacity to another customer. Once assigned, the assigning customer forfeits all rights to the assigned capacity.

A customer who ceases taking service from Company will have 60 calendar days to assign subscribed capacity to another customer within Company's service area. Any capacity such a customer does not assign within 60 days of ceasing to take service will be forfeited and made available to other customers under Option 2: Capacity Subscribed by Paying Only the Monthly Solar Capacity Charge.

Option 2: Capacity Subscribed by Paying Only the Monthly Solar Capacity Charge

For capacity subscribed by paying the Monthly Solar Capacity Charge, the Solar Capacity Charge will be included on the Subscriber's bill beginning with the bill for the first billing period in which the subscribed capacity achieves commercial operation.

Monthly subscriptions of less than 50 kW DC will not require a contract; however, a customer may not reduce or cancel a monthly subscription earlier than 12 months from the date of the customer's most recent change to the customer's monthly subscription level. Therefore, a customer subscribing monthly less than 50 kW has a 12-month commitment from the date of the customer's initial monthly subscription or initial solar facility commercial operation, whichever is later, and may have a longer commitment if the customer subsequently increases monthly subscribed capacity (which a customer may do at any time) or if the customer chooses to decrease but not cancel the monthly subscription after the initial 12 months. Monthly subscriptions of 50 kW DC or more require a 5-year contract with Company.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate Rider

SSP
Solar Share Program Rider

TERMS AND CONDITIONS

1. Individual subscriptions are available in nominal 250 W DC (quarter-kW) increments.
2. Customer may subscribe as much solar capacity as desired up to an aggregate amount of 500 kW DC (nominal). No customer may subscribe more than 250 kW DC (nominal) in any single Solar Share Facility.
3. Subject to the restrictions above, Company will fill subscriptions as capacity in the Solar Share Facilities becomes available, and will fill subscriptions in the chronological order in which the subscriptions were made. A Subscriber whose subscription the Company can fulfill only partially may either accept the available capacity and await additional capacity, or decline the partial fulfillment, allowing the next awaiting Subscriber(s) to accept the available capacity. Accepting or declining available capacity will not affect a Subscriber's place in the queue of Subscribers awaiting capacity.
4. Customers may not owe any arrearage prior to participating in the Solar Share Program.
5. Subscribers' pro-rata share of the AC electricity produced by the Solar Share Facilities will be determined on a billing-cycle basis. The corresponding Solar Energy Credit will be calculated and appear on the Subscriber's bill.
6. Unless constrained by contract (see Term of Contract below) or condition #2 above, Subscriber may increase monthly subscribed capacity at any time.
7. Unused Solar Energy Credit value is not transferrable between customers or customer accounts. Therefore, a Subscriber's closing a customer account terminates any unused Solar Energy Credit value associated with that account.
8. Participants in SSP are required to have an advanced meter capable of collecting and communicating at least 15 minute interval data.
9. All Renewable Energy Certificates ("RECs") related to energy produced by subscribed portions of the Solar Share Facilities will be retired.
10. Use of any images of the Solar Share Facilities or use any other of Company's intellectual property requires Company licensing prior to use.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

SSP
Solar Share Program Rider

TERMS AND CONDITIONS (continued)

- 11. Service will be furnished under Company's Terms and Conditions except as provided herein.
- 12. All One-Time Solar Capacity Charges are non-refundable.
- 13. Subscriptions made by paying the One-Time Solar Capacity Charge may be transferred between a Subscriber's accounts no more than once per billing period (Solar Energy Credit values do not transfer between accounts or customers). A subscription transfer between a Subscriber's accounts takes effect in the billing period following the billing period in which the Subscriber requests the transfer. A Subscriber may transfer a subscription at any time prior to or including 60 calendar days after the Subscriber terminated service on the account to which the subscription attached. If the Subscriber whose account has been terminated does not transfer the subscription within 60 calendar days, the Subscriber forfeits the subscription.
- 14. Capacity subscribed by paying the One-Time Solar Capacity Charge may be assigned between customers, but only within the same Company service territory, at any time prior to or including 60 calendar days after the assigning Subscriber terminated service on the account to which the subscription attached. Once assigned, the assigning customer loses all rights regarding future credits and the ability to subsequently assign the capacity; those rights become the rights of the assignee upon assignment. For all purposes other than the Solar Energy Credit, all capacity assignments become effective immediately upon assignment. For the purpose of the Solar Energy Credit, the assignor will receive Solar Energy Credits for the entire billing period in which the assignment occurs; the assignee will receive Solar Energy Credits beginning in the first billing period following the assignment.
- 15. Capacity subscribed by paying the Monthly Solar Capacity Charge is not transferrable or assignable between customers.
- 16. Unless constrained by contract (see Term of Contract below), Subscriber may decrease or terminate a monthly subscription any time after 12 months following the date of the most recent change to Subscriber's monthly subscription capacity at any time.

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TERM OF CONTRACT

Subscriptions of 50 kW DC or more will require a five (5) year non-transferrable, non-assignable contract between Subscriber and Company.

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Lexington, Kentucky

Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX

Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 75

Standard Rate Rider

EVSE-R

Electric Vehicle Supply Equipment

APPLICABLE

In all territory served.

AVAILABILITY

Available as a rider to Customers to be served or currently being served under Rates GS (with energy usage of 500 kWh or higher per month), GTOD-Energy, GTOD-Demand, AES, PS, TODS, TODP, RTS, and FLS for the purpose of charging electrical vehicles, whereby Customer installs and owns facilities on its side of the point of delivery of the energy supplied hereunder necessary to serve Company-provided charging station. T

Charging station under this rider is offered under the conditions set out hereinafter for electric vehicle supply equipment such as, but not limited to, the charging of electric vehicles via street parking, parking lots, and other outdoor areas. Company will furnish, own, and maintain the charging unit and charging cord. The customer will own and maintain duct systems and associated equipment needed to serve the charger. T
T
T

Company may coordinate charging station installation with Company's current charging station supplier and Customer. Customer shall be responsible for the charging equipment installation costs.

Service will be provided under written contract, signed by Customer prior to service commencing.

RATE	<u>Single Charger</u>	<u>Dual Charger</u>	
Monthly Charging Unit Fee:			T
Networked Charger	\$121.79	\$173.02	T
Non-Networked Charger	\$30.86		N

ADJUSTMENT CLAUSES

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

Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

PAYMENT

The EVSE-R charges shall be incorporated with the bill for electric service and will be subject to the same payment provisions.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Standard Rate Rider

**EVSE-R
Electric Vehicle Supply Equipment**

TERM OF CONTRACT

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice. Cancellation by Customer prior to the expiration of the initial term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the initial term of the contract.

TERMS AND CONDITIONS

1. Service shall be furnished under Company’s Terms and Conditions set out in this Tariff Book, except as set out herein.
2. Company may decline to install equipment and provide service thereto in locations deemed by Company as unsuitable for installation.
3. The location of each point of delivery of energy supplied hereunder shall be mutually agreed upon by Company and the Customer. Where attachment of Customer’s devices and/or equipment is made to Company facilities, Customer must have an attachment agreement with Company.
4. All service and maintenance will be performed only during regular scheduled working hours of Company. Customer will be responsible for reporting outages and other operating faults.
5. Customer shall be responsible for the cost of charging station replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal wear and tear. Company may decline to provide or to continue service in locations where, in Company’s judgment, such facilities will be subject to unusual hazards or risk of damage.
6. If Customer requests the removal of an existing charging station, including, but not limited to, poles, or other supporting facilities that were in service less than twenty (20) years, and requests installation of replacement facilities within five (5) years of removal, Customer agrees to pay to Company its cost of labor to install the replacement facilities.
7. Temporary suspension of charging station is not permitted. Upon permanent discontinuance of service, charging station and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

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

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Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Standard Rate Rider

**EVSE-R
Electric Vehicle Supply Equipment**

- 8. Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.
- 9. Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for service shall furnish Company with realistic estimates of prospective electricity requirements.
- 10. Customer shall agree to permit Company to obtain specific charging station usage data directly from the Charging Station Supplier.

MINIMUM CHARGE

As determined by this rider and the rate schedule to which it is attached.

DUE DATE OF BILL

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

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On and After April 11, 2016

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

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Public Service Commission in Case No.
2015-00355 dated April 11, 2016**

Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 76

Standard Rate Rider	WT	N
Warranty Service for Customer-Owned Exterior Electric Facilities (Billing and Collection)		N
APPLICABLE		N
In all territory served.		N
AVAILABILITY		N
To persons or firms providing warranty service to the Company's residential customers for the repair or replacement of customer-owned exterior electric facilities serving the customer's residence and connected to the Company's distribution facilities.		N
GENERAL REQUIREMENTS		N
Eligible persons or firms may contract with the Company for the billing and collection of the fees for warranty service provided to the Company's residential customers for the repair or replacement of customer-owned exterior electric facilities serving the customer's residence and connected to the Company's distribution facilities. The fees and terms for the billing and collection of such fees shall be negotiated by the Company and the warranty service provider and shall be set forth in a written agreement.		N
Any warranty service fee shall appear as a separate line item on the residential customer's bill. A customer's payment will be applied in the following order of priority: amounts owed for current billing period; unpaid balance for electric service provided in prior billing periods; and fees (including any warranty service fee) or taxes collected for other entities.		N
The Company will neither discontinue a customer's service nor assess a customer a late payment charge due to the customer's failure to pay a billed fee for warranty service.		N
The Company will bill a customer for the provision of warranty service only if the warranty service provider provides proof that the customer has authorized the fee to be billed through the customer's bill for electric service.		N

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DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 77

Standard Rate Rider

RAR

Retired Asset Recovery Rider

N

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is mandatory to all rate schedules listed in Section 1 of the General Index except Rate PSA and Special Charges and all Pilot Programs listed in Section 3 of the General Index. Rate schedules subject to this adjustment clause are divided into Group 1 or Group 2 as follows:

Group 1: Rates RS; RTOD-Energy; RTOD-Demand; VFD; AES; LS; RLS; LE; and TE.

Group 2: Rates GS; GTOD-Energy; GTOD-Demand; PS; TODS; TODP; RTS; FLS; EVSE; EVC-L2; EVC-FAST; and OSL.

RATE

The monthly billing amount under each of the schedules to which this rider is applicable, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

Group RAR Billing Factor = Group E(m) / Group R(m)

As set forth below, Group E(m) is the sum of Jurisdictional E(m) of each approved retirement-related regulatory asset revenue requirement for the current expense month allocated to each of Group 1 and Group 2. Group R(m) for Group 1 is the twelve (12) month average revenue for the current expense month and for Group 2 it is the twelve (12) month average non-fuel revenue for the current expense month.

DEFINITIONS

1. Retirement Assets are the regulatory assets and associated ADIT created after the date of the Commission's Final Order in Case No. 2020-00349 for the Retirement Costs of generating assets retired and other site-related assets that will not continue in use.

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Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 77.1

Standard Rate Rider

RAR

Retired Asset Recovery Rider

N

DEFINITIONS (continued)

2. Retirement Costs include the net book value, materials and supplies that cannot be used economically at other plants owned by Company, and removal costs and salvage credits, net of related accumulated deferred income tax ("ADIT"). Related ADIT shall include the tax benefits from tax losses.
3. For each Retirement Asset, E(m) is the monthly levelized expense required to amortize the Retirement Asset over a 10-year amortization period beginning with the month in which the Retirement Asset is created. E(m) includes a weighted average cost of capital component using the most recently approved base rate return on equity and adjusted for the Company's composite federal and state income tax rate.
4. Total E(m) (sum of each approved Retirement Asset revenue requirement) is multiplied by the Jurisdictional Allocation Factor. Jurisdictional E(m) is adjusted for any (Over)/Under collection or prior period adjustment and by the subtraction of the Revenue Collected through Base Rates for the Current Expense month to arrive at Adjusted Net Jurisdictional E(m). Adjusted Net Jurisdictional E(m) is allocated to Group 1 and Group 2 on the basis of Revenue as a Percentage of Total Revenue for the twelve (12) months ending with the Current Month to arrive at Group 1 E(m) and Group 2 E(m).
5. The Group 1 R(m) is the average of total Group 1 monthly base revenue for the twelve (12) months ending with the current expense month. Base revenue includes customer, energy, and lighting charges for each rate schedule included in Group 1 to which this rider is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause, Environmental Cost Recovery Surcharge, Off-System Sales Adjustment Clause, and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 1.
6. The Group 2 R(m) is the average of total Group 2 monthly base non-fuel revenue for the twelve (12) months ending with the current expense month. Base non-fuel revenue includes customer, non-fuel energy, and demand charges for each rate schedule included in Group 2 to which this rider is applicable and automatic adjustment clause revenues for the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 2. Non-fuel energy is equal to the tariff energy rate for each rate schedule included in Group 2 less the base fuel factor as defined on Sheet No. 85.1, Paragraph 6.
7. Current expense month (m) shall be the second month preceding the month in which the Retired Asset Recovery Rider is billed.

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Kentucky Utilities Company

P.S.C. No. 20, Original Sheet No. 81

Standard Rate Pilot

OSL

Outdoor Sports Lighting Service

APPLICABLE

In all territory served.

AVAILABILITY

Available as an optional pilot program for secondary and primary service used by a Customer for lighting specifically designed for outdoor fields which are normally used for organized competitive sports. Service under this rate schedule is limited to a maximum of twenty Customers. Company will accept Customers on a first-come-first-served basis.

RATE

	Secondary	Primary	
Basic Service Charge per day:	\$2.96	\$7.89	
Plus an Energy Charge per kWh of:	\$0.03210 0.02932	0.03128 <u>0.02573</u>	R/R ↓
Plus a Maximum Load Charge per kW of:			
Peak Demand Period	\$19.61	\$16.26	
Base Demand Period	\$2.93	\$2.51	R/R /I

Where:

the monthly billing demand for the Peak Demand Period is the greater of:

1. the maximum measured load in the billing period, or
2. a minimum of 50% of the highest billing demand in the preceding eleven (11) monthly billing periods.

the monthly billing demand for the Base Demand Period is the greater of:

1. the maximum measured load in the billing period, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. if applicable, the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

ADJUSTMENT CLAUSES

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86	
Fuel Adjustment Clause	Sheet No. 85	
Off-System Sales Adjustment Clause	Sheet No. 88	
Economic Relief Surcredit	Sheet No. 89	
Environmental Cost Recovery Surcharge	Sheet No. 87	
Franchise Fee	Sheet No. 90	
School Tax	Sheet No. 91	N

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Public Service Commission in Case No.
2020-00349 dated XXXX

Standard Rate Pilot

OSL
Outdoor Sports Lighting Service

DETERMINATION OF MAXIMUM LOAD

The load will be measured and will be the average kW demand delivered to the Customer during the 15-minute period of maximum use during the appropriate rating period each month.

RATING PERIODS

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year round by season for weekdays and weekends, throughout Company's service area, and shall be as follows:

Summer peak months of May through September

	Base	Peak	
Weekdays	All Hours	1 P.M. – 6 P.M.	T
Weekends	All Hours		

All other months of October continuously through April

	Base	Peak	
Weekdays	All Hours	6 A.M. – 12 Noon	
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

DUE DATE OF BILL

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

LATE PAYMENT CHARGE

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

Beginning July 1, 2021, Outdoor Sports Lighting Service Customers in good standing by not having been assessed a Late Payment Charge for the previous eleven (11) months have the option of waiving one (1) late payment charge upon request. This option may only be used once every twelve (12) months as long as the Customer remains in good standing. N
N
N
N

TERM OF CONTRACT

Service will be furnished under this schedule only under contract for a fixed term of not less than one (1) year, and for yearly periods thereafter until terminated by either party giving written notice to the other party ninety (90) days prior to termination. Company, however, may require a longer fixed term of contract and termination notice because of conditions associated with the Customer's requirements for service.

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Lexington, Kentucky

**Issued by Authority of an Order of the
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2020-00349 dated XXXX**

Standard Rate Pilot

OSL

Outdoor Sports Lighting Service

TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable hereto.

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DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
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2020-00349 dated XXXX**

Adjustment Clause

FAC
Fuel Adjustment Clause

APPLICABLE

In all territory served.

AVAILABILITY

This schedule is mandatory to all rate schedules.

1. The charge per kWh delivered under the rate schedules to which this fuel clause is applicable shall be increased or decreased during each month in accordance with the following formula:

$$\text{Adjustment Factor} = \frac{F(m)}{S(m)} - \frac{F(b)}{S(b)}$$

Where "F" is the expense of fossil fuel and "S" is the kWh sales in the base (b) and current (m) periods as defined in 807 KAR 5:056, all as set out below.

2. Fuel costs (F) shall be the most recent actual monthly cost of:
 - a. Fossil fuel consumed in the utility's own plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus
 - b. The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute for the forced outages; plus
 - c. The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis. Included therein may be such costs as the charges for economy energy purchases and the charges as a result of scheduled outages, all such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
 - d. The cost of fossil fuel recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
 - e. All fuel costs shall be based on weighted average inventory costing.

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Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Adjustment Clause

**FAC
Fuel Adjustment Clause**

3. Forced Outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not as a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of the public enemy, then the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment. Until such approval is obtained, in making the calculations of fuel cost (F) in subsection (2)(a) and (b) above, the forced outage costs to be subtracted shall be no less than the fuel cost related to the lost generation.
4. Sales (S) shall be all kWh sold, excluding inter-system sales. Where, for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to in subsection (2)(d) above, less (vi) total system losses. Utility used energy shall not be excluded in the determination of sales (S).
5. The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of FERC Uniform System of Accounts for Public Utilities and Licensees.
6. Base (b) period shall be December 2017, and the base fuel factor is \$0.02452 per kWh.
7. Current (m) period shall be the second month preceding the month in which the Fuel Clause Adjustment Factor is billed.

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State Regulation and Rates
Lexington, Kentucky

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Public Service Commission in Case No.
2019-00004 dated December 26, 2019**

Adjustment Clause

DSM

Demand-Side Management Cost Recovery Mechanism

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is mandatory to the Company's Standard Rate Schedules RS, RTOD-Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, AES, PS, TODS, TODP, RTS, FLS, and OSL. Descriptions of available Demand-Side Management and Energy Efficiency ("DSM-EE") programs begin on Sheet No. 86.4.

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INDUSTRIAL OPT-OUT

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

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

RATE

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

$$DSMRC = DCR + DRLS + DSMI + DBA + DCCR$$

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State Regulation and Rates
Lexington, Kentucky

Issued by Authority of an Order of the
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2020-00349 dated XXXX

Adjustment Clause

DSM

Demand-Side Management Cost Recovery Mechanism

RATE (continued)

Where:

DCR = DSM COST RECOVERY

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

DRLS = DSM REVENUE FROM LOST SALES

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

- 1) For each upcoming twelve-month period, the estimated reduction in customer usage (in kWh) as determined for the approved programs shall be multiplied by the non-variable revenue requirement per kWh for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the RS, RTOD-Energy, VFD, GS GTOD-Energy, and AES customer classes is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, RTOD-Energy, VFD, GS, GTOD-Energy, and AES rate schedules in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (rate schedules RTOD-Demand, GTOD-Demand, PS, TODS, TODP, RTS, FLS, and OSL) is defined as the weighted average price per kWh represented by the composite of the expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.

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- 2) The lost revenues for each customer class shall then be divided by the estimated class sales (in kWh) for the upcoming twelve-month period to determine the applicable DRLS surcharge. Recovery of revenue from lost sales calculated for a twelve-month period shall be included in the DRLS for thirty-six (36) months or until implementation of new rates pursuant to a general rate case, whichever comes first. Revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales.

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Adjustment Clause

DSM

Demand-Side Management Cost Recovery Mechanism

RATE (continued)

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

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

DSMI = DSM INCENTIVE

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

The DSMI amount related to programs for Rates RS, RTOD-Energy, RTOD-Demand, Rate VFD, GS, GTOD-Energy, GTOD-Demand, AES, PS, TODS, TODP, RTS, FLS, and OSL shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSMI amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

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DBA = DSM BALANCE ADJUSTMENT

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

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

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Adjustment Clause

DSM

Demand-Side Management Cost Recovery Mechanism

RATE (continued)

- 3) For the DSMI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DSMI unit charge and the incentive amount determined for the actual DSM measures implemented during the twelve-month period.
- 4) For the DCCR, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DCCR unit charge and the capital cost recovery amount determined for the actual capital costs of the approved programs during the twelve-month period.
- 5) For the DBA, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the DBA and the balance adjustment amount established for the same twelve-month period.

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

DCCR = DSM CAPITAL COST RECOVERY

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

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

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

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

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Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2017-00441 dated October 5, 2018 and modified October 30, 2018**

Adjustment Clause

DSM

Demand-Side Management Cost Recovery Mechanism

RATE (continued)

CHANGES TO DSMRC

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

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

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

RESIDENTIAL CUSTOMER PROGRAM PARTICIPATION INCENTIVES:

The following DSM-EE Programs are available to residential customers receiving service from the Company on the RS, RTOD-Energy, RTOD-Demand, and VFD Standard Electric Rate Schedules.

Residential and Small Nonresidential Demand Conservation Program

This program employs switches in homes to help reduce the demand for electricity during peak times. The program communicates with the switches to cycle central air conditioning units, heat pumps, electric water heaters, and pool pumps off and on through a predetermined sequence. As of the Date Effective shown below, no additional electric water heaters or pool pumps will be equipped with switches under this program.

Low Income Weatherization Program (WeCare)

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

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Adjustment Clause

DSM

Demand-Side Management Cost Recovery Mechanism

RESIDENTIAL ADVANCED METERING SYSTEMS INCENTIVES:

The following offering is available to residential customers receiving service from the Company on the RS Rate Schedule.

Advanced Metering Systems Customer Service Offering

This offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The program employs advanced meters to communicate hourly consumption data to customers through a website.

NONRESIDENTIAL CUSTOMER PROGRAM PARTICIPATION INCENTIVES:

The following DSM-EE programs are available to nonresidential customers receiving service from the Company on the GS, GTOD-Energy, GTOD-Demand, AES, PS, TODS, TODP, RTS, FLS, and OSL Standard Electric Rate Schedules.

Residential and Small Nonresidential Demand Conservation Program

This program employs switches to help reduce the demand for electricity during peak times. The program communicates with the switches to cycle central air conditioning units, heat pumps, electric water heaters, and pool pumps off and on through a predetermined sequence. As of the Date Effective shown below, no additional electric water heaters or pool pumps will be equipped with switches under this program.

Large Nonresidential Demand Conservation Program

This program employs interfaces to customer equipment to help reduce the demand for electricity during peak times. The program communicates with the interfaces to cycle equipment. This program has an approved flexible incentive structure.

Nonresidential Rebates Program

This program is designed to increase the implementation of energy efficiency measures by providing financial incentives to assist with the replacement of aging and less efficient equipment and for new construction built beyond code requirements. The Program also offers an online tool providing recommendations for energy-efficiency improvements. Incentives available to all nonresidential customers are based upon the avoided cost of energy for calculated efficiency improvements. A prescriptive list provides customers with incentive values for various efficiency improvement projects. Additionally, a custom rebate is available based upon company engineering validation of sustainable energy savings. New construction rebates are available on savings over code plus bonus rebates for LEED certification.

- Maximum annual incentive per facility is \$50,000
- Customers can receive multi-year incentives in a single year where such multi-year incentives do not exceed the aggregate of \$100,000 per facility and no incentive was provided in the immediately preceding year
- Applicable for combined Prescriptive, Custom and New Construction Rebates

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Adjustment Clause

DSM

Demand-Side Management Cost Recovery Mechanism

Low Income Weatherization Program (WeCare)

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

NONRESIDENTIAL ADVANCED METERING SYSTEMS INCENTIVE:

The following offering is available to customers receiving service from the Company on the GS Rate Schedule.

Advanced Metering Systems Customer Service Offering

This offering is designed to provide energy consumption data to customers on a more frequent basis than is traditionally available through monthly billing. The program employs advanced meters to communicate hourly consumption data to customers through a website.

PROGRAM INCENTIVE STRUCTURES

Residential and Small Nonresidential Demand Conservation Program

For each load-control season (June 1 through September 30), a participant will receive an end-of-season incentive only if both of the following conditions are met: (1) a Load Control Event is called during that season and (2) the participant was enrolled in the program during at least one Load Control Event that season. If these conditions are met, then an end-of-season bill credit of \$5 will be paid for each central air conditioning unit or heat pump enabled with a switch. Load Control Events do not include short-duration switch activations (i.e., ten minutes or less) called SCRAM events.

Large Nonresidential Demand Conservation

This program is tailored to a large nonresidential customer's ability to reduce load. Program participants must commit to a minimum of 50 kW demand reduction per control event.

- \$15 per kW for verified load reduction. For each load-control season (June 1 through September 30), a participant will receive an end-of-season incentive only if both of the following conditions are met: (1) a Load Control Event is called during that season; and (2) the participant was enrolled in the program during at least one Load Control Event that season.
- The customer will have access to at least hourly load data for every month of the year which they remain enrolled in the program.
- Additional customer charges may be incurred for metering equipment necessary for this program at costs under other tariffs.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered On
January 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2017-00441 dated October 5, 2018 and modified October 30, 2018**

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

DSM Cost Recovery Component (DSMRC)
Monthly Adjustment Factors:

<u>Rates RS, RTOD-Energy, RTOD-Demand, VFD</u>		<u>Energy Charge</u>
DSM Cost Recovery Component (DCR)		\$ 0.00048 per kWh
DSM Revenues from Lost Sales (DRLS)		\$ 0.000030 .00005
		per kWh
DSM Incentive (DSMI)		\$ 0.00000 per kWh
DSM Capital Cost Recovery Component (DCCR)		\$ 0.00046 per kWh
DSM Balance Adjustment (DBA)		\$ (0.00028) (0.00011)
		per kWh
Total DSMRC for Rates RS, RTOD-Energy, RTOD-Demand, and VFD		\$ 0.000690 .00088 T
		per kWh
 <u>Rate GS, GTOD-Energy, GTOD-Demand</u>		 <u>Energy Charge</u>
DSM Cost Recovery Component (DCR)		\$ 0.000350 .00036
		per kWh
DSM Revenues from Lost Sales (DRLS)		\$ 0.000160 .00028 T
		per kWh
DSM Incentive (DSMI)		\$ 0.00000 per kWh
DSM Capital Cost Recovery Component (DCCR)		\$ 0.00010 per kWh
DSM Balance Adjustment (DBA)		\$ (0.00008) 0.00002 per
		kWh
Total DSMRC for Rate GS, GTOD-Energy, and GTOD-Demand		\$ 0.000530 .00076
		per kWh
 <u>Rate AES</u>		 <u>Energy Charge</u>
DSM Cost Recovery Component (DCR)		\$ 0.000750 .00078
		per kWh
DSM Revenues from Lost Sales (DRLS)		\$ 0.000600 .00103
		per kWh
DSM Incentive (DSMI)		\$ 0.00000 per kWh
DSM Capital Cost Recovery Component (DCCR)		\$ 0.001120 .00117
		per kWh
DSM Balance Adjustment (DBA)		\$ 0.000490 .00093
		per kWh
Total DSMRC for Rate AES		\$ 0.002960 .00391
		per kWh
 <u>Rates PS, TODS, TODP, RTS, FLS, OSL</u>		 <u>Energy Charge</u>
DSM Cost Recovery Component (DCR)		\$ 0.000300 .00031
		per kWh

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July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

P.S.C. No. 20, Original Sheet No. 86.7

	DSM Revenues from Lost Sales (DRLS)	\$ 0.000190.00033
		per kWh
	DSM Incentive (DSMI)	\$ 0.00000 per kWh
	DSM Capital Cost Recovery Component (DCCR)	\$ 0.000140.00012
		per kWh
	DSM Balance Adjustment (DBA)	\$ 0.000180.00014
		per kWh
	Total DSMRC for Rates PS, TODS, TODP, RTS, FLS, and OSL	\$ 0.000780.00090
	per kWh	

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Adjustment Clause

ECR

Environmental Cost Recovery Surcharge

APPLICABLE

In all territory served.

AVAILABILITY

This schedule is mandatory to all rate schedules listed in Section 1 of the General Index except Rate PSA and Special Charges, all Pilot Programs listed in Section 3 of the General Index, and FAC (including OSS) and DSM Adjustment Clauses. Rate schedules subject to this adjustment clause are divided into Group 1 or Group 2 as follows:

Group 1: Rates RS; RTOD-Energy; RTOD-Demand; VFD; AES; LS; RLS; LE; and TE.

Group 2: Rates GS; GTOD-Energy; GTOD-Demand; PS; TODS; TODP; RTS; FLS; EVSE; EVC-L2; EVC-FAST; and OSL.

N
T

RATE

The monthly billing amount under each of the schedules to which this mechanism is applicable, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

$$\text{Group Environmental Surcharge Billing Factor} = \text{Group E(m)} / \text{Group R(m)}$$

As set forth below, Group E(m) is the sum of Jurisdictional E(m) of each approved environmental compliance plan revenue requirement of environmental compliance costs for the current expense month allocated to each of Group 1 and Group 2. Group R(m) for Group 1 is the twelve (12) month average revenue for the current expense month and for Group 2 it is the twelve (12) month average non-fuel revenue for the current expense month.

DEFINITIONS

1. For all Plans, $E(m) = [(RB/12) (ROR + (ROR - DR) (TR / (1 - TR)))] + OE - BAS + BR$ T
- a. RB is the Total Environmental Compliance Rate Base.
- b. ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall rate of return [cost of short-term debt, long-term debt, preferred stock, and common equity].
- c. DR is the Debt Rate [cost of short-term debt and long-term debt].
- d. TR is the Composite Federal and State Income Tax Rate.
- e. OE is the Operating Expenses. OE includes operation and maintenance expense recovery authorized by the Kentucky Public Service Commission in all approved ECR Plan T proceedings.
- f. BAS is the total proceeds from by-product and allowance sales. T
- g. BR is the operation and maintenance expenses, and/or revenues if applicable, associated with Beneficial Reuse.
- h. Plans are the environmental surcharge compliance plans submitted to and approved by the Kentucky Public Service Commission pursuant to KRS 278.183.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Adjustment Clause

ECR

Environmental Cost Recovery Surcharge

DEFINITIONS (continued)

- 2. Total E(m) (sum of each approved environmental compliance plan revenue requirement) is multiplied by the Jurisdictional Allocation Factor. Jurisdictional E(m) is adjusted for any (Over)/Under collection or prior period adjustment and by the subtraction of the Revenue Collected through Base Rates for the Current Expense month to arrive at Adjusted Net Jurisdictional E(m). Adjusted Net Jurisdictional E(m) is allocated to Group 1 and Group 2 on the basis of Revenue as a Percentage of Total Revenue for the twelve (12) months ending with the Current Month to arrive at Group 1 E(m) and Group 2 E(m).
- 3. The Group 1 R(m) is the average of total Group 1 monthly base revenue for the twelve (12) months ending with the current expense month. Base revenue includes customer, energy, and lighting charges for each rate schedule included in Group 1 to which this mechanism is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause, Off-System Sales Adjustment Clause, and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 1. N
- 4. The Group 2 R(m) is the average of total Group 2 monthly base non-fuel revenue for the twelve (12) months ending with the current expense month. Base non-fuel revenue includes customer, non-fuel energy, and demand charges for each rate schedule included in Group 2 to which this mechanism is applicable and automatic adjustment clause revenues for the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 2. Non-fuel energy is equal to the tariff energy rate for each rate schedule included in Group 2 less the base fuel factor as defined on Sheet No. 85.1, Paragraph 6. N
- 5. Current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Adjustment Clause

OSS

Off-System Sales Adjustment Clause

APPLICABLE.

In all territory served.

AVAILABILITY

Mandatory to all rate schedules that are subject to Adjustment Clause FAC.

RATE

The monthly OSS Adjustment Factor per kWh delivered under each of the schedules to which this mechanism is applicable shall be calculated in accordance with the following formula:

$$\text{OSS Adjustment Factor} = 0.75 \times [(P(m) / S(m))]$$

Where "P" is the net eligible margins from off-system power sales and "S" is the kWh sales in the current period (m) as defined in 807 KAR 5:056. The OSS Adjustment Factor will be applied as set out below.

1. The monthly OSS Adjustment Factor will be combined with the monthly FAC factor and billed as one.
2. Current expense month (m) shall be the second month preceding the month in which the combined FAC and OSS factor is billed.
3. The combined monthly FAC and OSS factor shall be filed with the Commission ten (10) days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data and information as may be required by the Commission.

DATE OF ISSUE: June XX, 2021

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On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Adjustment Clause

ERS

N

Economic Relief Surcredit

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is mandatory to all Standard Rate Schedules listed in Sections 1 and 3 of the General Index except PSA and Special Charges.

RATE

The monthly billing amount computed under each of the rate schedules to which this surcredit is applicable shall decrease by the Economic Relief Surcredit. The Economic Relief Surcredit will be distributed to the Company's customers based on the following:

Economic Relief Surcredit per kWh:

All Rate Schedules: -\$0.00068

TERMS OF DISTRIBUTION

- (1) The Economic Relief Surcredit shall be applied to the customer's bill following the rates and charges for electric service, but before application of the Environmental Cost Recovery Surcharge, Franchise Fee, School Tax, and Home Energy Assistance Program.
- (2) The Economic Relief Surcredit shall be effective for the first twelve (12) months following the entry of an Order in Case No. 2020-00349 approving the surcredit.
- (3) In the fourteenth (14th) month following the entry of an Order in Case No. 2020-00349 approving the surcredit, any cumulative over- or under-distribution of the Economic Relief Surcredit amount will be distributed to the Company's customers in the next billing cycle.
- (4) The Economic Relief Surcredit shall terminate after the one month distribution in (3) above.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Adjustment Clause

**FF
Franchise Fee**

APPLICABLE

In all territory served.

AVAILABILITY

Available as an option for collection of revenues within governmental jurisdictions which impose on Company franchise fees, permitting fees, local taxes or other charges by ordinance, franchise, or other governmental directive and not otherwise collected in the charges of Company's rate schedules.

BILLING

1. The franchise charge will be applied exclusively to the base rate and all riders of bills of Customers receiving service within the franchising governmental jurisdiction, before taxes.
2. The franchise charge will appear as a separate line item on Customer's bill and show the unit of government requiring the franchise.
3. Payment of the collected franchise charges will be made to the governmental franchising body as agreed to in the franchise agreement.
4. At its option, a governmental body imposing a franchise fee shall not be billed for that portion of a franchise fee, applied to services designated by the governmental body that would ultimately be repaid to the governmental body.

TERM OF CONTRACT

As agreed to in the franchise agreement. Company will not calculate or collect any such fees, taxes, or charges pursuant to expired, lapsed, or otherwise invalid, ineffective or inapplicable ordinances, franchise agreements, or other governmental enactment.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Adjustment Clause

**FF
Franchise Fee**

**SECTIONS APPLICABLE ONLY TO FRANCHISE FEE AGREEMENTS DATED BEFORE
September 21, 2011**

DEFINITIONS

Base Year - the twelve month period ending November 30.

Collection Year - the full calendar year following the Base Year.

Base Year Amount -

- 1) a percentage of revenues, as determined in the franchise agreement, for the Base Year; and
- 2) license fees, permit fees, or other costs specifically borne by Company for the purpose of maintaining the franchise as incurred in the Base Year and applicable specifically to Company by ordinance or franchise for operation and maintenance of its facilities in the franchise area, including but not limited to costs incurred by Company as a result of governmental regulation or directives requiring construction or installation of facilities beyond that normally provided by Company in accordance with applicable Rules and Regulations approved by and under the direction of the Kentucky Public Service Commission; and
- 3) any adjustment for over or under collection of revenues associated with the amounts in 1) or 2).

RATE

The franchise percentage will be calculated by dividing the Base Year amount by the total revenues in the Base Year for the franchise area. The franchise percentage will be monitored during the Collection Year and adjusted to recover the Base Year Amount in the Collection Year as closely as possible.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Adjustment Clause

**ST
School Tax**

APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

This schedule is applied as a rate increase to all other schedules pursuant to KRS 160.617 for the recovery by the utility of school taxes in any county requiring a utility gross receipts license tax for schools under KRS 160.613.

RATE

The utility gross receipts license tax authorized under state law.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After August 1, 2010

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2009-00548 dated July 30, 2010**

Adjustment Clause

HEA

Home Energy Assistance Program

APPLICABLE

In all territory served.

AVAILABILITY

To all residential Customers.

RATE

\$0.30 per month.

BILLING

The HEA charge shall be shown as a separate item on Customer bills.

PURPOSE

Proceeds from this charge will be used to fund residential low-income Home Energy Assistance programs, which have been designed through a collaborative advisory process and approved by the Commission.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

**Terms and Conditions
Customer Bill of Rights**

As a residential Customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service, if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service, unless any rate or rider under which you take service explicitly states otherwise.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt restoration of your service when the discontinuance for cause has been corrected within 24 hours or by the end of the next business day, whichever is greater. T T
- If you have not been disconnected, you have the right to maintain your natural gas and electric service for up to thirty (30) days, provided you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between the months of November and the end of March.
- If you have been disconnected due to non-payment, you have the right to have your natural gas or electric service reconnected between the months of November through March provided you:
 - 1) Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
 - 2) Pay one third (1/3) of your outstanding bill (\$200 maximum), and
 - 3) Accept referral to the Human Resources' Weatherization Program, and
 - 4) Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with your utility (call Toll Free 1-800-772-4636).

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

**Terms and Conditions
General**

COMMISSION RULES AND REGULATIONS

All electric service supplied by Company shall be in accordance with the applicable rules and regulations of the Kentucky Public Service Commission.

COMPANY TERMS AND CONDITIONS

In addition to the rules and regulations of the Commission, all electric service supplied by Company shall be in accordance with these Terms and Conditions to the extent that such Terms and Conditions are not in conflict, nor inconsistent, with the specific provisions in each rate schedule, and which shall constitute a part of all applications and contracts for service.

COMPANY AS A FEDERAL CONTRACTOR

The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded and will not apply to or govern agreements between Customers and Company.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

To the extent Company is a federal contractor, Company and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

RATES, TERMS AND CONDITIONS ON FILE

A copy of the rate schedules, terms, and conditions under which electric service is supplied is on file with the Kentucky Public Service Commission. A copy of such rate schedules, terms and conditions, together with the law, rules, and regulations of the Commission, is available for public inspection in each office of Company where bills may be paid.

CUSTOMER GENERATION

All existing and future installations of equipment for the purpose of electric generation that is intended to run in parallel with utility service, regardless of the length of parallel operation, shall be reported by Customer (or Customer's Representative) to Company in conjunction with the "Notice to Company of Changes in Customer's Load" set out in Customer Responsibilities section of the Terms and Conditions of Company's Tariff.

ASSIGNMENT

No order for service, agreement or contract for service may be assigned or transferred without the written consent of Company.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2017

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2016-00370 dated June 22, 2017 and modified June 29, 2017**

**Terms and Conditions
General**

RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, Customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one (1) year each, subject to termination at the end of any year upon thirty (30) days prior written notice by either party.

AGENTS CANNOT MODIFY AGREEMENT WITHOUT CONSENT OF P.S.C. OF KY

No agent has power to amend, modify, alter, or waive any of these Terms and Conditions, or to bind Company by making any promises or representations not contained herein.

SUPERSEDE PREVIOUS TERMS AND CONDITIONS

These Terms and Conditions supersede all terms and conditions under which Company has previously supplied electric service.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2015

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2014-00371 dated June 30, 2015**

**Terms and Conditions
Customer Responsibilities**

APPLICATION FOR SERVICE

A written, in-person, electronic, or oral application or contract, properly executed, will be required before Company is obligated to render electric service. Company may require any party applying for service to provide some or all of the following information for the party desiring service: full legal name, address, full Social Security Number or other taxpayer identification number, date of birth (if applicable), relationship of the applying party to the party desiring service, and any other information Company deems necessary for legal, business, or debt-collection purposes. Company shall have the right to reject for valid reasons any such application or contract, including the applying party's refusal to provide requested information.

All applications for service shall be made in the legal name of the party desiring the service.

Where an unusual expenditure for construction or equipment is necessary or where the proposed manner of using electric service is clearly outside the scope of Company's rate schedules, Company may establish special contracts giving effect to such unusual circumstances. Customer accepts that non-standard service may result in the delay of required maintenance or, in the case of outages, restoration of service.

TRANSFER OF APPLICATION

Applications for electric service are not transferable and new occupants of premises will be required to make application for service before commencing the use of electricity. Customers who have been receiving electric service shall notify Company when discontinuance of service is desired, and shall pay for all electric service furnished until such notice has been given and final meter readings made by Company.

CONTRACTED DEMANDS

For rate applications where billing demand minimums are determined by the Contract Demand Customer shall execute written Contract prior to rendering of service. At Company's sole discretion, in lieu of a written contract, a completed load data sheet or other written load specification, as provided by Customer, can be used to determine the maximum load on Company's system for determining Contract Demand minimum.

If Company or Customer terminates Customer's service under a rate schedule that contains demand charges and Customer subsequently applies to Company to reestablish service to the same premise or facility, Company must determine monthly billing demand for the reestablished service as though Customer had continuously taken service from the time of service termination through the reestablishing of service to Customer. For the purpose of determining the monthly billing demand described in the preceding sentence, the demand to be used for the period during which Customer did not take service from Company shall be the actually recorded demand, if any, for the premise or facility during that period. The preceding two sentences will not apply if Company determines, in its sole discretion, that material changes to Customer's facilities, processes, or practices justify establishing a new Contract Demand for the reestablished service.

DATE OF ISSUE: June XX, 2021

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On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

**Terms and Conditions
Customer Responsibilities**

OPTIONAL RATES

If two or more rate schedules are available for the same class of service, it is Customer's responsibility to determine the options available and to designate the schedule under which Customer desires to receive service.

Company will, at any time, upon request, advise any Customer as to the most advantageous rate for existing or anticipated service requirements as defined by Customer, but Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.

In those cases in which the most favorable rate is difficult to predetermine, Customer will be given the opportunity to change to another schedule, unless otherwise prevented by the rate schedule under which Customer is currently served, after trial of the schedule originally designated; however, after the first such change, Company shall not be required to make a change in schedule more often than once in twelve (12) months.

From time to time, Customer should investigate Customer's operating conditions to determine a desirable change from one available rate to another. Company, lacking knowledge of changes that may occur at any time in Customer's operating conditions, does not assume responsibility that Customer will at all times be served under the most beneficial rate.

In no event will Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same class of service.

CUSTOMER'S EQUIPMENT AND INSTALLATION

Customer shall furnish, install, and maintain at Customer's expense all electrical apparatus and wiring to connect with Company's service drop or service line. All such apparatus and wiring shall be installed and maintained in conformity with applicable statutes, laws or ordinances and with the rules and regulations of the constituted authorities having jurisdiction. Customer shall not install wiring or connect and use any motor or other electricity-using device which in the opinion of Company is detrimental to its electric system or to the service of other Customers of Company. Company assumes no responsibility whatsoever for the condition of Customer's electrical wiring, apparatus, or appliances, nor for the maintenance or removal of any portion thereof.

In the event Customer builds or extends its own transmission or distribution system over property Customer owns, controls, or has rights to, and said system extends or may extend into the service territory of another utility Company, Customer will notify Company of their intention in advance of the commencement of construction.

OWNER'S CONSENT TO OCCUPY

Customer shall grant such easements and rights-of-way on and across Customer's property that are reasonably necessary to provide service to the Customer at no cost to Company.

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DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

**Terms and Conditions
Customer Responsibilities**

ACCESS TO PREMISES AND EQUIPMENT

Company shall have the right of access to Customer's premises at all reasonable times for the purpose of installing, meter reading, inspecting, repairing, or removing its equipment used in connection with its supply of electric service or for the purpose of turning on and shutting off the supply of electricity when necessary and for all other proper purposes. Customer shall not construct or permit the construction of any structure or device which will restrict the access of Company to its equipment for any of the above purposes.

PROTECTION OF COMPANY'S PROPERTY

Customers will be held responsible for tampering, interfering with, breaking of seals of meters, or other equipment of Company installed on Customer's premises, and will be held liable for same according to law. Customer hereby agrees that no one except the employees of Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of Company.

POWER FACTOR

Company installs facilities to supply power to Customer at or near unity power factor.

Company expects any Customer to use apparatus which shall result in a power factor near unity. However, Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than ninety (90) percent either lagging or leading.

Where Customer's power factor is less than ninety (90) percent, Company reserves the right to require Customer to furnish, at Customer's own expense, suitable corrective equipment to maintain a power factor of ninety (90) percent or higher.

EXCLUSIVE SERVICE ON INSTALLATION CONNECTED

Except in cases where Customer has contracted with Company for reserve or auxiliary service, no other electric light or power service will be used by Customer on the same installation in conjunction with Company's service, either by means of a throw-over switch or any other connection.

LIABILITY

Customer assumes all responsibility for the electric service upon Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2016-00370 dated June 22, 2017 and modified June 29, 2017**

**Terms and Conditions
Customer Responsibilities**

NOTICE TO COMPANY OF CHANGES IN CUSTOMER’S LOAD

The service connections, transformers, meters, and appurtenances supplied by Company for the rendition of electric service to its Customers have a definite capacity which may not be exceeded without damage. In the event that Customer contemplates any material increase in Customer’s connected load, whether in a single increment or over an extended period, Customer shall immediately give Company written notice of this fact so as to enable it to enlarge the capacity of such equipment. In case of failure to give such notice Customer may be held liable for any damage done to meters, transformers, or other equipment of Company caused by such material increase in Customer’s connected load. Should Customer make a permanent change in the operation of electrical equipment that materially reduces the maximum load required by Customer, Company may reduce Customer’s contract capacity.

PERMITS

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agent access to Customer’s premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company’s distribution lines, Customer shall obtain from the property owner or owners the necessary consent to the installation and maintenance in said premises and in or about such intervening property of all such wiring or other Customer-owned electrical equipment as may be necessary or convenient for the supply of electric service to Customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, Company shall obtain the aforementioned consent.

The construction of electric facilities to provide service to a number of Customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a Customer’s premises be used to supply service to neighboring Customers. Accordingly, each Customer taking Company’s electric service shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by Company in a reasonable manner and with due regard for the convenience of Customer.

Company shall make or cause to be made application for any necessary street permits, and shall not be required to supply service under Customer’s application until a reasonable time after such permits are granted.

CHANGES IN SERVICE

Where Customer is receiving service and desires relocation or change in facilities not supported by additional load, Customer is responsible for the cost of the relocation or change in facilities through a Non-Refundable Advance.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2017

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2016-00370 dated June 22, 2017 and modified June 29, 2017**

**Terms and Conditions
Company Responsibilities**

METERING

The electricity used will be measured by a meter or meters to be furnished and installed by Company at its expense and all bills will be calculated upon the registration of said meters. Company has the right to install any meter or meters it deems in its sole discretion to be necessary or prudent to serve any Customer, including without limitation a digital, automated meter reading, automated metering infrastructure, or advanced metering systems meter or meters. When service is supplied by Company at more than one delivery point on the same premises, each delivery point will be metered and billed separately on the rate applicable. Meters include all measuring instruments. Meters will be located outside whenever possible. Otherwise, meters will be located as near as possible to the service entrance and on the ground floor of the building, in a clean, dry, safe and easily accessible place, free from vibration, agreed to by Company.

POINT OF DELIVERY OF ELECTRICITY

The point of delivery of electrical energy supplied by Company shall be at the point, as designated by Company, where Company's facilities are connected with the facilities of Customer, irrespective of the location of the meter.

EXTENSION OF SERVICE

The main transmission lines of Company, or branches thereof, will be extended to such points as provide sufficient load to justify such extensions or in lieu of sufficient load, Company may require such definite and written guarantees from a Customer, or group of Customers, in addition to any minimum payments required by the Tariff as may be necessary. This requirement may also be made covering the repayment, within a reasonable time, of the cost of tapping such existing lines for light or power service or both.

COMPANY'S EQUIPMENT AND INSTALLATION

Company will furnish, install, and maintain at its expense the necessary overhead service drop or service line required to deliver electricity at the voltage contracted for, to Customer's electric facilities.

Company will furnish, install, and maintain at its expense the necessary meter or meters. (The term meter as used here and elsewhere in these rules and regulations shall be considered to include all associated instruments and devices, such as current and potential transformers installed for the purpose of measuring deliveries of electricity to Customer.) Suitable provision for Company's meter, including an adequate protective enclosure for the same if required, shall be made by Customer. Title to the meter shall remain with Company, with the right to install, operate, maintain, and remove same. Customer shall protect such property of Company from loss or damage, and no one who is not an agent of Company shall be permitted to remove, damage, or tamper with the same. Customer shall execute such reasonable form of easement agreement as may be required by Company.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2017

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2016-00370 dated June 22, 2017 and modified June 29, 2017**

**Terms and Conditions
Company Responsibilities**

Notwithstanding the provisions of 807 KAR 5:006, Section 14(4), a reasonable time shall be allowed subsequent to Customer's service application to enable Company to construct or install the facilities required for such service. In order that Company may make suitable provision for enlargement, extension or alteration of its facilities, each applicant for commercial or industrial service shall furnish Company with realistic estimates of prospective electricity requirements.

COMPANY NOT LIABLE FOR INTERRUPTIONS

Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES

Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of Customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of Company

LIABILITY

In no event shall Company have any liability to Customer or any other party affected by the electrical service to Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to Customer or any other party. In the event that Customer's use of Company's service causes damage to Company's property or injuries to persons, Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

FIRM SERVICE

Where a Customer-generator supplies all or part of Customer-generator's own load and desires Company to provide service for that load, Customer-generator must contract for such service, otherwise Company has no obligation to supply the non-firm service.

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After July 1, 2017

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2016-00370 dated June 22, 2017 and modified June 29, 2017**

**Terms and Conditions
Character of Service**

Electric service, under the rate schedules herein, will be 60 cycle, alternating current delivered from Company's various load centers and distribution lines at typical nominal voltages and phases, as available in a given location, as follows:

SECONDARY VOLTAGES

Residential Service -

Single phase 120/240 volts three-wire service or 120/208Y volts three-wire service where network system is available.

Non-Residential Service -

1. Single phase 120/240 volts three-wire service, or 120/208Y volts three-wire service where network system is available.
2. Three phase 240 volts three-wire service, 120/240 volts four-wire service, 480 volts three-wire service, 120-208Y volts four-wire service, or 277/480Y four-wire service.

PRIMARY VOLTAGES

According to location, 2,400/4160Y volts, 7,200/12,470Y volts, or 34,500 volts

TRANSMISSION VOLTAGES

According to location, 69,000 volts, 138,000 volts, 161,000 volts, or 345,000 volts.

The voltage available to any individual Customer shall depend upon the voltage of Company's lines serving the area in which Customer's electric load is located.

RESTRICTIONS

1. Except for minor loads, with approval of Company, two-wire service is restricted to those Customers on service July 1, 2004.
2. To be eligible for the rate applicable to any delivery voltage other than secondary voltage, Customer must furnish and maintain complete substation structure, transformers, and other equipment necessary to take service at the primary or transmission voltage available at point of connection.
 - a. In the event Company is required to provide transformation to reduce an available voltage to a lower voltage for delivery to a Customer, Customer shall be served at the rate applicable to the lower voltage; provided, however, that if the same rate is applicable to both the available voltage and the delivery voltage, Customer may be required to make a non-refundable payment to reflect the additional investment required to provide service.
 - b. The available voltage shall be the voltage on that distribution or transmission line which Company designates as being suitable from the standpoint of capacity and other operating characteristics for supplying the requirements of Customer.

DATE OF ISSUE: June XX, 2021

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On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Terms and Conditions
Residential Rate Specific Terms and Conditions

Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances, and other domestic purposes.

1. **DEFINITION OF RESIDENTIAL RATE** - Residential rates are based on service to single family units served through a single meter. Such service may include incidental usage of electricity for home occupations, such as the office of a physician, surgeon, dentist, musician or artist when such occupation is practiced by Customer in Customer’s residence. Service to both a single family unit and a detached structure may both be served through a single meter, regardless of the meter location, and qualify for the residential service provided the consumption in the non-residential portion of the detached structure is incidental.
2. **DEFINITION OF SINGLE FAMILY UNIT** - A single family unit is a structure or part of a structure used or intended to be used as a home, residence, or sleeping place by one or more persons maintaining a common household. Residential service is not available to transient multi-family structures including, but not limited to, hotels, motels, studio apartments, college dormitories, separately metered vacation rentals, boat slips, campers, or any structure without a permanent foundation or attached to sanitation facilities. Fraternity or sorority organizations associated with educational institutions may be classified as residential and billed at the residential rate.
3. **DETACHED STRUCTURES** - If Customer has detached structures that are located at such distance from Customer’s residence as to make it impracticable to supply service through Customer’s residential meter, the separate meter required to measure service to the detached structures will be considered a separate service and billed as a separate Customer.
4. **POWER REQUIREMENT** - Single-phase power service used for domestic purposes will be permitted under Residential Rates RS, RTOD-Energy, and RTOD-Demand when measured through the residential meter subject to the conditions set forth below:
 - a. Single-phase motors may be served at 120 volts if the locked-rotor current at rated voltage does not exceed 50 amperes. Motors with locked-rotor current ratings in excess of 50 amperes must be served at 240 volts.
 - b. Single-phase motors of new central residential cooling installations with total locked-rotor ratings of not to exceed 125 amperes (inclusive of any auxiliary motors arranged for simultaneous starting with the compressor) may be connected for across-the-line starting provided the available capacity of Company’s electric distribution facilities at desired point of supply is such that, in Company’s judgment, the starting of such motors will not result in excessive voltage dips and undue disturbance of lighting service and television reception of

DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

**Terms and Conditions
Residential Rate Specific Terms and Conditions**

nearby electric Customers. However, except with Company's express written consent, no new single-phase central residential cooling unit having a total lock-rotor rating in excess of 125 amperes inclusive of auxiliary motors arranged for simultaneous starting with the compressor) shall hereafter be connected to Company's lines, or be eligible for electric service therefrom, unless it is equipped with an approved type of current-limiting device for starting which will reduce the initial and incremental starting current inrush to a maximum of 100 amperes per step. Company shall be furnished with reasonable advance notice of any proposed central residential cooling installation.

- c. In the case of multi-motored devices arranged for sequential starting of the motors, the above rules are considered to apply to the locked-rotor currents of the individual motors; if arranged for simultaneous starting of the motors, the rules apply to the sum of the locked-rotor currents of all motors so started.
- d. Any motor or motors served through a separate meter will be billed as a separate Customer.

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On and After July 1, 2015

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2014-00371 dated June 30, 2015**

**Terms and Conditions
Billing**

METER READINGS AND BILLS

As used in the entirety of this Tariff, "meter reading" and similar terms shall include data collected remotely from automated meter reading, automated meter infrastructure, advanced metering systems, and other electronic meter equipment or systems capable of delivering usage data to Company. A physical, manual reading of a meter is not required to constitute a "meter reading."

Each bill for utility service shall be issued in compliance with 807 KAR 5:006, Section 7.

All bills will be based upon meter readings made in accordance with Company's meter reading schedule. Company, except if prevented by reasons beyond its control, shall read Customer's meters at least quarterly, except that Customer-read meters shall be read at least once during the calendar year.

In the case of opening and closing bills when the total period between regular and special meter readings is less than thirty days, any demand or monthly charges of the applicable rate schedules will be prorated on the basis of the ratio of the actual number of days in such period to thirty (30) days.

When Company is unable to read Customer's meter after reasonable effort, or when Company experiences circumstances which make actual meter readings impossible or impracticable, Customer may be billed on an estimated basis and the billing will be adjusted as necessary when the meter is read.

In the event Company's meter fails to register properly by reason of damage, accident, etc., Company shall have the right to estimate Customer's consumption during the period of failure on the basis of such factors as Customer's connected load, heating degree days, and consumption during a previous corresponding period and during a test period immediately following replacement of the defective meter.

Bills are due and payable at the office of Company during business hours, or at other locations designated by Company, within sixteen (16) business days (no less than twenty-two (22) calendar days) from date of rendition thereof. If full payment is not received by the due date of the bill, a late payment charge will be assessed on the current month's charges. Beginning October 1, 2010, residential Customers who receive a pledge for or notice of low income energy assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received, nor will they be assessed or required to pay a late payment charge in any of the eleven (11) months following receipt of such pledge or notice. There will be no adverse credit impact on Customer's payment and credit record, and the account will not be considered delinquent for any purpose if Company receives Customer's payment within fifteen (15) days after the date on which Company issues Customer's bill.

Failure to receive a bill does not exempt Customer from these provisions of Company's Terms and Conditions.

DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

**Terms and Conditions
Billing**

READING OF SEPARATE METERS NOT COMBINED

For billing purposes, each meter upon Customer's premises will be considered separately and readings of two (2) or more meters will not be combined except where Company's operating convenience requires the installation of two (2) or more meters upon Customer's premises instead of one (1) meter.

CUSTOMER RATE ASSIGNMENT

If Customer takes service under a rate schedule the eligibility for which contains a minimum or maximum demand parameter (or both), Company will review Customer's demand and usage data at least once annually to determine the rate schedule under which Customer will take service until the next review and rate determination. Company will also conduct such a review and determination upon Customer's request. Company shall not be obligated to change Customer's rate determination based upon detection of a substantial deviation of Customer's demand or usage if, after consultation with Customer, Company determines in its sole discretion that such deviation is not indicative of Customer's likely long-term demand. Similarly, Company may assign Customer to a rate schedule for which Customer would not be eligible based solely on Customer's historical demand or usage, but Company may do so only as part of a review and rate determination that involves consulting with Customer about Customer's likely future demand, as well as Customer's special contract demand, if applicable.

Any such review and rate determination shall be deemed conclusively to be the correct rate determination for Customer for all purposes and for all periods until Company conducts the next such review and determination for Customer. Therefore, Company shall not be liable for any refunds to Customer based upon Customer's rate assignment, and Company shall not seek to back-bill Customer based upon Customer's rate assignment, for any periods between and including such reviews and determinations unless, and only in the event that, a particular review and rate determination are shown to have been materially erroneous at the time they were conducted, in which case Company may be liable for a refund, or may back-bill Customer, only for the period from the erroneous review and determination to the present or the next non-erroneous review and determination, whichever is shorter.

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is then taking service under such a rate schedule, Company will not change Customer's rate assignment; it will remain Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

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DATE EFFECTIVE: With Service Rendered
On and After January 1, 2013

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2012-00221 dated December 20, 2012**

**Terms and Conditions
Billing**

If Company determines during a review as described above that Customer is eligible to take service under more than one rate schedule and that Customer is not then taking service under such a rate schedule, Company will (1) provide reasonable notice to Customer of the options available and (2) assign Customer to the rate schedule Company reasonably believes will be most financially beneficial to Customer based on Customer's historical demand and usage, which assignment Company will change upon Customer's request to take service under another rate schedule for which Customer is eligible. Company shall have no refund obligation or bear any other liability or responsibility for its initial assignment of Customer to a rate for which Customer is eligible; it is at all times Customer's responsibility to choose between optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1.

Nothing in this section is intended to curtail or diminish Customer's responsibility to choose among optional rates, as stated in the Optional Rates section of Customer Responsibilities at Original Sheet Nos. 97 and 97.1. Likewise, except as explicitly stated in the paragraph above, nothing in this section creates an obligation or responsibility for Company to assign Customer to a particular rate schedule for which Customer is eligible if Customer is eligible for more than one rate schedule.

CUSTOMER RATE MIGRATION

A change from one rate to another will be effective with the first full billing period following a Customer's request for such change, or with a rate change mandated by changes in a Customer's load. In cases where a change from one rate to another necessitates a change in metering, the change from one rate to another will be effective with the first full billing period following the meter change.

CLASSIFICATION OF CUSTOMERS

For purposes of rate application hereunder, non-residential Customers will be considered "industrial" if they are primarily engaged in a process or processes which create or change raw or unfinished materials into another form or product, and/or in accordance with the North American Industry Classification System, Sections 21, 22, 31, 32 and 33. All other non-residential Customers will be defined as "commercial."

DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
On and After January 1, 2013

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2012-00221 dated December 20, 2012**

**Terms and Conditions
Billing**

MONITORING OF CUSTOMER USAGE

In order to detect unusual deviations in individual Customer consumption, Company will monitor the usage of each Customer at least once quarterly. In addition, Company may investigate usage deviations brought to its attention as a result of its ongoing meter reading or billing processor Customer inquiry. Should an unusual deviation in Customer's consumption be found which cannot be attributed to a readily identified cause, Company may perform a detailed analysis of Customer's meter reading and billing records. If the cause for the usage deviation cannot be determined from analysis of Customer's meter reading and billing records, Company may contact Customer to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume. Where the deviation is not otherwise explained, Company will test Customer's meter to determine whether the results show the meter is within the limits allowed by 807 KAR 5:041, Section 17(1). Company will notify Customer of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Section 11(4) and (5).

RESALE OF ELECTRIC ENERGY

Electric energy furnished under Company's standard application or contract is for the use of Customer only and Customer shall not resell such energy to any other person, firm, or corporation on Customer's premises, or for use on any other premises. This does not preclude Customer from allocating Company's billing to Customer to any other person, firm, or corporation provided the sum of such allocations does not exceed Company's billing.

MINIMUM CHARGE

Without limiting the foregoing, the Basic Service Charge and Demand Charge shall apply and be due for all times during which a customer's account is open, regardless of any event or occurrence that might limit (a) Customer's ability or interest in operating Customer's facility, including, but without limitation, any acts of God, fires, floods, earthquakes, acts of government, terrorism, severe weather, riot, embargo, changes in law, or strikes or (b) Company's ability to serve Customer.

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On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

**Terms and Conditions
Deposits**

GENERAL

1. Company may require a cash deposit or other guaranty from Customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8, except for Customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.
2. Deposits may be required from all Customers not meeting satisfactory credit and payment criteria. Satisfactory credit for Customers will be determined by utilizing independent credit sources (primarily utilized with new Customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
 - a. Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
 - b. Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service.
3. Company may offer residential or general service Customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first six (6) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
4. Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

RESIDENTIAL

1. Residential Customers are those Customers served under Rates RS - Sheet No. 5, RTOD-Energy - Sheet No. 6, and RTOD-Demand - Sheet No. 7.
2. The deposit for a residential Customer is in the amount of \$160.00, which is calculated in accordance with 807 KAR 5:006, Section 8(1)(d)(2).
3. Company will retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
4. If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

DATE OF ISSUE: June XX, 2021

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On and After May 1, 2019

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

**Terms and Conditions
Deposits**

RESIDENTIAL (Continued)

- 5. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

GENERAL SERVICE

- 1. General service Customers are those Customers served under General Service Rate GS, Sheet No. 10, General Time-of-Day Energy Service Rate GTOD-Energy Sheet No. 11, and General Time-of-Day Demand Service Rate GTOD-Demand Sheet No. 12.
- 2. The deposit for a general service Customer is in the amount of \$240.00, which is calculated in accordance with 807 KAR 5:006, Section 8(1)(d)(2). The deposit for a General Service Customer may be waived when the General Service delivery is to a detached building used in conjunction with a Residential Service and the General Service usage is no more than 300 kWh per month.
- 3. Company shall retain Customer's deposit as long as Customer remains on service.
- 4. For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 5. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

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OTHER SERVICE

- 1. The deposit for all other Customers, those not classified herein as residential or general service, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR 5:006, Section 8(1)(d)(1).
- 2. For Customers not meeting the parameters of GENERAL SERVICE ¶ 2, above, Company may retain Customer's deposit as long as Customer remains on service.
- 3. For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten (10%) percent, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
- 4. If Customer fails to maintain a satisfactory payment or credit record, or otherwise become a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

DATE OF ISSUE: June XX, 2021

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

**Terms and Conditions
Budget Payment Plan**

Company’s Budget Payment Plan is available to any residential Customer served under Residential Service Rate RS or any general service Customer served under General Service Rate GS. If a residential Customer, who is currently served under Residential Service Rate RS and is currently enrolled in the Budget Payment Plan, elects to take service under Residential Time-of-Day Energy Service Rate RTOD-Energy or Residential Time-of-Day Demand Service Rate RTOD-Demand, such Customer would be removed from the Budget Payment Plan and restored to regular billing. If a Customer, who is currently served under General Service Rate GS and is currently enrolled in the Budget Payment Plan, elects to take service under General Time-of-Day Energy Service Rate GTOD-Energy or General Time-of-Day Demand Service Rate GTOD-Demand, such Customer would be removed from the Budget Payment Plan and restored to regular billing.

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Under this plan, a Customer may elect to pay, each billing period, a budgeted amount in lieu of billings for actual usage. A Customer may enroll in this plan at any time.

The budgeted amount will be determined by Company and will be based on one-twelfth of Customer’s usage for either an actual or estimated twelve (12) months. The budgeted amount will be subject to review and adjustment by Company at any time during Customer’s budget year. If actual usage indicates Customer’s account will not be current with the final payment in Customer’s budget year, Customer will be required to pay their Budget Payment Plan account to \$0 prior to the beginning of Customer’s next budget year.

If a Customer fails to pay bills as agreed under the Budget Payment Plan, Company reserves the right to remove Customer from the plan, restore the Customer to regular billing, and require immediate payment of any deficiency. A Customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months.

Failure to receive a bill in no way exempts a Customer from the provisions of these terms and conditions.

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On and After July 1, 2021

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

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2020-00349 dated XXXX**

Terms and Conditions
Bill Format



a PPL company

BILLING SUMMARY

Previous Balance	95.79
Payment(s) Received	-95.79
Balance as of 11/11/20	\$0.00
Current Electric Charges	130.18
Total Current Charges as of 11/11/20	130.18
Total Amount Due	130.18

Mailed 11/12/20 for Account # 3000-0000-0001

AMOUNT DUE
\$130.18

DUE DATE
12/9/20

Online or phone payments made before 7 pm ET will be posted same day

Account Name: JOHN SMITH
 Service Address: 1 Quality Street
 LEXINGTON KY
 Online Payments: lge-ku.com
 Telephone Payments: (800) 981-0600, press 1-2-3
 24 hours a day; \$2.00 fee
 (800) 981-0600
 Customer Service: M-F, 7am-7pm ET
 111 W. Main Street
 Earlinton, KY 42410
 M-F, 9am-5pm ET

Next read will occur 12/10/20 - 12/14/20 (Meter Read Portion 09)

MONTHLY USAGE



BILLING PERIOD AT-A-GLANCE

	THIS YEAR	LAST YEAR
Average Temperature	56*	49*
Number of Days Billed	29	32
Avg. Electric Charges per Day	\$4.49	\$4.50
Avg. Electric Usage per Day (kWh)	38.62	43.88

Please return only this portion with your payment. Make checks payable to KU and write your account number on your check.

Amount Due 12/9/20	\$130.18
After Due Date, Pay this Amount:	\$134.09
WinterCare Donation:	
Total Amount Enclosed:	

Account # 3000-0000-0001
 Service Address: 1 Quality Street



a PPL company
 PO Box 25212
 Lehigh Valley, PA 18002-5212

#916190001 6#

JOHN SMITH
 1 Quality Street
 LEXINGTON, KY 40507-0000



DATE OF ISSUE: June XX, 2021

DATE EFFECTIVE: With Service Rendered
 On and After July 1, 2021

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

**Issued by Authority of an Order of the
 Public Service Commission in Case No.
 2020-00349 dated XXXX**

Terms and Conditions
Bill Format

Page 2

Account # 3000-0000-0001

CURRENT USAGE

⚡ ELECTRIC	
Meter Reading Information	Meter # 1000001
Actual (R) kWh Reading on 11/11/20	31067
Actual (R) kWh Reading on 10/13/20	29947
Current kWh Usage	1120
Meter Multiplier	1
Metered kWh Usage	1120

CURRENT CHARGES

⚡ ELECTRIC		Rate: Residential Service
Basic Service Charge (\$0.61 x 29 Days)	17.69	
Energy Charge (\$0.09950 x 1,120 kWh)	111.44	
Electric DSM (\$0.00069 x 1,120 kWh)	0.77	
Fuel Adjustment (\$-0.00282 x 1,120 kWh)	-3.16	
Environmental Surcharge (3.080% x \$126.74)	3.90	
Economic Relief Surcredit Adjustment (\$-.00068 x 1,120 kWh)	-0.76	
Home Energy Assistance Fund Charge	0.30	
Total Charges	\$130.18	

BILLING INFORMATION

Late Payment Charge	
Late Charge to be Assessed After Due Date	\$3.91
Rate Schedules	
For a copy of your rate schedule, visit lge-ku.com/rates or call our Customer Service Department.	



Home Utility Gift (HUG) certificates are a unique, convenient and practical gift for anyone. Give the gift of a HUG today!
lge-ku.com/hug

OFFICE USE ONLY:
MRU09141009, G000000
P95.79
PF:Y eB:P

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**Terms and Conditions
Discontinuance of Service**

In accordance with and subject to the rules and regulations of the Kentucky Public Service Commission, Company shall have the right to refuse or discontinue service to an applicant or Customer under the following conditions:

1. When Company's or Commission's rules and regulations have not been complied with. However, service may be discontinued or refused only after Company has made a reasonable effort to induce Customer to comply with its rules and then only after Customer has been given at least ten (10) days written notice of such intention, mailed or otherwise delivered, including, but not limited to, electronic mail, to Customer's last known address.
2. When a dangerous condition is found to exist on Customer's or applicant's premises. In such case service will be discontinued without notice or refused, as the case might be. Company will notify Customer or applicant immediately of the reason for the discontinuance or refusal and the corrective action to be taken before service can be restored or initiated.
3. When Customer or Applicant refuses or neglects to provide reasonable access and/or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail) of Company's intention to discontinue or refuse service.
4. When Applicant is indebted to Company for service furnished. Company may refuse to serve until indebtedness is paid.
5. When Customer or Applicant does not comply with state, municipal or other codes, rules and regulations applying to such service.
6. When directed to do so by governmental authority.
7. Service will not be supplied to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same or any other premises until payment of such indebtedness shall have been made. Service will not be continued to any premises if Applicant or Customer is indebted to Company for service previously supplied at the same premises in accordance with 807 KAR 5:006, Section 15(1)(f). Unpaid balances of previously rendered Final Bills may be transferred to any account for which Customer has responsibility and may be included on initial or subsequent bills for the account to which the transfer was made. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the account to which they are transferred. When there is no lapse in service, such transferred Final Bills will be subject to Company's collections and disconnect procedures in accordance with 807 KAR 5:006, Section 15(1)(f). Final Bills transferred following a

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Public Service Commission in Case No.
2016-00370 dated June 22, 2017 and modified June 29, 2017**

**Terms and Conditions
Discontinuance of Service**

lapse in service will not be subject to disconnection unless: (1) such service was provided pursuant to a fraudulent application submitted by Customer; (2) Customer and Company have entered into a contractual agreement which allows for such a disconnection; or (3) the current account is subsequently disconnected for service supplied at that point of delivery, at which time, all unpaid and past due balances must be paid prior to reconnect. Company shall have the right to transfer Final Bills between residential and commercial with residential characteristics (e.g., service supplying common use facilities of any apartment building) revenue classifications.

Service will not be supplied or continued to any premises if at the time of application for service Applicant is merely acting as an agent of a person or former Customer who is indebted to Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Service will not be supplied where Applicant is a partnership or corporation whose general partner or controlling stockholder is a present or former Customer who is indebted to Company for service previously supplied at the same premises until payment of such indebtedness shall have been made.

- 8. For non-payment of bills. Company shall have the right to discontinue service for non-payment of bills after Customer has been given at least ten days written notice separate from Customer's original bill. Cut-off may be effected not less than twenty-seven (27) days after the mailing date of original bills unless, prior to discontinuance, a residential Customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing (either mailed or otherwise delivered, including, but not limited to, electronic mail), of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

- 9. For fraudulent or illegal use of service. When Company discovers evidence that by fraudulent or illegal means Customer has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to Customer may be discontinued without notice. Within twenty-four (24) hours after such termination, Company shall send written notification to Customer of the reasons for such discontinuance of service and of Customer's right to challenge the termination by filing a formal complaint with the Kentucky Public Service Commission. Company's right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service.

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**Terms and Conditions
Discontinuance of Service**

Company shall not be required to restore service until Customer has complied with all rules of Company and regulations of the Commission and Company has been reimbursed for the estimated amount of the service rendered, and assessment of the charges under the Unauthorized Reconnect Charge provision of Special Charges incurred by reason of the fraudulent use.

When service has been discontinued for any of the above reasons, Company shall not be responsible for any damage that may result therefrom.

Discontinuance or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to Company.

Company may defer written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail) based on Customer's payment history provided Company continues to provide the required ten (10) days written notice prior to discontinuance of service.

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**Terms and Conditions
Line Extension Plan**

1. AVAILABILITY

In all territory served by where Company does not have existing facilities to meet Customer’s electric service needs.

2. DEFINITIONS

- a. “Company” shall mean Kentucky Utilities Company.
- b. “Customer” shall mean the applicant for service. When more than one electric service is requested by an applicant on the same extension, such request shall be considered one Customer under this plan when the additional service request(s) is only for incidental or minor convenience loads or when the applicant for service is the developer of a subdivision.
- c. “Line Extension” shall mean the single phase facilities required to serve Customer by the shortest route most convenient to Company from the nearest existing adequate Company facilities to Customer’s delivery point, approved by Company, and excluding transformers, service drop, and meters, if required and normally provided to like Customers.
- d. “Permanent Service” shall mean service contracted for under the terms of the applicable rate schedule but not less than one (1) year and where the intended use is not seasonal, intermittent, or speculative in nature.
- e. “Commission” shall mean the Kentucky Public Service Commission.

3. GENERAL

- a. All extensions of service will be made through the use of overhead facilities except as provided in these rules.
- b. Customer requesting service which requires an extension(s) shall furnish to Company, at no cost, properly executed easement(s) for right-of-way across Customer’s property to be served.
- c. Customer requesting extension of service into a subdivision, subject to the jurisdiction of a public commission, board, committee, or other agency with authority to zone or otherwise regulate land use in the area and require a plat (or Plan) of the subdivision, Customer shall furnish, at no cost, Company with the plat (or plan) showing street and lot locations with utility easement and required restrictions. Plats (or plans) supplied shall have received final approval of the regulating body and recorded in the office of the appropriate County Court Clerk when required. Should no regulating body exist for the area into which service is to be extended, Customer shall furnish Company the required easement.
- d. The title to all extensions, rights-of-way, permits, and easements shall be and remain with Company.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

**Terms and Conditions
Line Extension Plan**

3. GENERAL (continued)

- e. Customer must agree in writing to take service when the extension is completed and have Customer's building or other permanent facility wired and ready for connection.
- f. Nothing herein shall be construed as preventing Company from making electric line extensions under more favorable terms than herein prescribed provided the potential revenue is of such amount and permanency as to warrant such terms and render economically feasible the capital expenditure involved and provided such extensions are made to other Customers under similar conditions.
- g. Company may require a non-refundable deposit in cases where Customer does not have a real need or in cases where the estimated revenue does not justify the investment.
- h. Company shall not be obligated to extend its lines in cases where such extensions, in the good judgment of Company, would be infeasible, impractical, or contrary to good engineering or operating practice, unless otherwise ordered by Commission.

4. NORMAL LINE EXTENSIONS

- a. In accordance with 807 KAR 5:041, Section 11(1), Company will provide, at no cost, a line extension of up to 1,000 feet to Customer requesting permanent service where the installed transformer capacity does not exceed 25 kVA.
- b. Where Non-Residential Customer requires poly-phase distribution service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company shall provide at its own expense the requested line extension, but only to the extent that the cost of the requested extension does not exceed the lesser of (i) the cost of a comparable overhead extension (if an underground extension is requested) or (ii) five (5) times Customer's estimated annual net revenue, where "net revenue" is defined as Customer's total revenue less base fuel, Fuel Adjustment Clause, Off-System Sales, Demand Side Management, franchise fees, and school taxes. Company may require Non-Residential Customer to pay in advance a non-refundable amount for the additional cost above the five (5) times net revenue calculation to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ a. above. Customer must commit to a minimum contract term of five (5) years.

5. OTHER LINE EXTENSIONS

- a. In accordance with 807 KAR 5:041, Section 11(2), Company shall provide to Customer requesting permanent service a line extension in excess of 1,000 feet per Customer but Company may require the total cost of the footage in excess of 1,000 feet per Customer, based on the average cost per foot of the total extension, be deposited with Company by Customer.
- b. Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension for each additional Customer connected during the first ten (10) year period directly to the original extension for which the deposit was made.
- c. Each year for ten (10) years Company shall refund to Customer, who made the deposit for excess footage, the cost of 1,000 feet of extension less the length of the lateral or extension for each additional Customer connected during the first ten (10) year period by a lateral or extension to the original extension for which the deposit was made.
- d. The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.

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**Terms and Conditions
Line Extension Plan**

5. OTHER LINE EXTENSIONS (continued)

e. Where Non-Residential Customer requires poly-phase distribution service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company shall provide at its own expense the requested line extension, but only to the extent that the cost of the requested extension does not exceed the lesser of (i) the cost of a comparable overhead extension (if an underground extension is requested) or (ii) five (5) times Customer's estimated annual net revenue, where "net revenue" is defined as Customer's total revenue less base fuel, Fuel Adjustment Clause, Demand Side Management, franchise fees, and school taxes. Company may require Non-Residential Customer to pay in advance a non-refundable amount for the additional cost above the five (5) times net revenue calculation to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ a. above.

6. OVERHEAD LINE EXTENSIONS FOR SUBDIVISIONS

a. In accordance with 807 KAR 5:041, Section 11(3), Customer desiring service extended for and through a subdivision may be required by Company to deposit the total cost of the extension.
b. Each year for ten (10) years Company shall refund to Customer, the cost of 1,000 feet of extension for each additional Customer connected during the first ten (10) year period directly to the original extension for which the deposit was made.
c. The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.

7. MOBILE HOME LINE EXTENSIONS

a. Company will make line extensions for service to mobile homes in accordance with 807 KAR 5:041, Section 12, and Commission's Orders.
b. Company shall provide, at no cost, a line extension of up to 300 feet to Customer requesting permanent service for a mobile home.
c. Company shall provide to Customer requesting permanent service for a mobile home a line extension in excess of 300 feet and up to 1,000 feet but Company may require the total cost of the footage in excess of 300 feet, based on the average cost per foot of the total extension, be deposited with Company by Customer. Beyond 1,000 feet, the policies set forth in OTHER LINE EXTENSIONS shall apply.
d. Each year for four (4) years Company shall refund to Customer equal amounts of the deposit for the extension from 300 feet to 1,000 feet.
e. If service is disconnected for sixty (60) days, if the original mobile home is removed and not replaced by another mobile home or a permanent structure in sixty (60) days, the remainder of the deposit is forfeited.
f. No refund will be made except to the original Customer.

8. UNDERGROUND LINE EXTENSIONS

a. General

i. Company will make underground line extensions for service to new residential Customers and subdivisions in accordance with 807 KAR 5:041, Section 21.

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Lexington, Kentucky

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**Terms and Conditions
Line Extension Plan**

8. UNDERGROUND LINE EXTENSIONS

General (continued)

- ii. In order that Company may make timely provision for materials, and supplies, Company may require Customer to execute a contract for an underground extension under these Terms and Conditions with Company at least six (6) months prior to the anticipated date service is needed and Company may require Customer to deposit with Company at least 10% of any amounts due under the contract at the time of execution. Customer shall deposit the balance of any amounts due under the contract with Company prior to ordering materials or commencement of actual construction by Company of facilities covered by the contract.
- iii. Customer shall give Company at least 120 days written notice prior to the anticipated date service is needed and Company will undertake to complete installation of its facilities at least thirty (30) days prior to that date. However, nothing herein shall be interpreted to require Company to extend service to portions of subdivisions not under active development.
- iv. At Company's discretion, Customer may perform a work contribution to Company's specifications, including but not limited to conduit, setting pads, or any required trenching and backfilling, and Company shall credit amounts due from Customer for underground service by Company's estimated cost for such work contribution.
- v. Customer will provide, own, operate and maintain all electric facilities on Customer's side of the point of delivery with the exception of Company's meter.
- vii. Unit charges, where specified herein, are determined from Company's estimate of Company's average unit cost of such construction and the estimated cost differential between underground and overhead distribution systems in representative residential subdivisions.
- viii. Three phase primary required to supply either individual loads or the local distribution system may be overhead unless Customer chooses underground construction and deposits with Company a non-refundable deposit for the cost differential.

b. Individual Premises

Where Customer requests and Company agrees to supply underground service (primary) to an individual premise, Company may require Customer to furnish ditching, conduit, backfill, and transformer pad. Company will then use overhead extension policy requirements.

c. Medium Density Subdivisions

- i. A medium density residential subdivision is defined as containing ten or more lots for the construction of new residential buildings each designed for less than five (5)-family occupancy.

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State Regulation and Rates
Lexington, Kentucky

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**Terms and Conditions
Line Extension Plan**

8. UNDERGROUND EXTENSIONS

c. Medium Density Subdivisions (continued)

- ii. Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount determined by a unit charge of ~~\$9.69~~10.17 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- iii. Customer may be required to advance to Company's full estimated cost of construction of an underground electric distribution extension. Where Customer is required to provide trenching and backfilling, advance will be Company's full estimate cost of construction. Where Customer is required to deposit with Company a non-refundable advance in place of trenching and backfilling, advance will be determined by a unit charge of ~~\$21.87~~22.49 per aggregate lot front-foot along all streets contiguous to the lots to be served through an underground extension.
- iv. Each year for ten (10) years Company shall refund to Customer an amount determined as follows:
 - (1) Where Customer is required to provide trenching and backfilling, a refund of \$5,000 for each Customer connected during that year.
 - (2) Where Customer is required to provide a non-refundable advance, 500 times the difference in the unit charge advance amount in iii) and the non-refundable unit charge advance in ii) for each Customer connected during that year.
- v. In no case shall the refunds provided for herein exceed the amounts deposited less any non-refundable charges applicable to the project nor shall any refund be made after a ten (10) year refund period ends.

d. High Density Subdivisions

- i. A high density residential subdivision is defined as building complexes consisting of two or more buildings each not more than three stories above grade and each designed for five (5) or more family occupancy.
- ii. Customer shall provide any required trenching and backfilling or at Company's discretion be required to deposit with Company a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.
- iii. Customer may be required to advance to Company's full estimated cost of construction of an underground electric distribution extension.

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

**Terms and Conditions
Line Extension Plan**

d. High Density Subdivisions (continued)

- i. Company shall refund to Customer any amounts due when permanent service is provided by Company to twenty (20%) percent of the family units in Customer’s project.
- ii. In no case shall the refunds provided for herein exceed the amounts deposited less any non-refundable charges applicable to the project nor shall any refund be made after a ten (10) year refund period ends.

e. Other Underground Subdivisions

In cases where a particular residential subdivision does not meet the conditions provided for above and where Customer requests and Company agrees to supply underground service, Company may require Customer to pay in advance a non-refundable amount for the additional cost of the underground extension (including all associated facilities) over the cost of an overhead extension of equivalent capacity.

9. SPECIAL CASES

- a. Where Customer requests service that is seasonal, intermittent, speculative in nature, at voltages of 34.5kV or greater, or where the facilities requested by Customer do not meet the Terms and Conditions outlined in previous sections of LINE EXTENSION PLAN and the anticipated revenues do not justify Company’s installing facilities required to meet Customer’s needs, Company may request that Customer deposit with Company a refundable amount to justify Company’s investment.
- b. Each year for ten (10) years, Company shall refund to Customer, an amount calculated by:
 - i. Adding the sum of Customer’s annual base rate monthly electric demand billing for that year to the sum of the annual base rate monthly electric billing of the monthly electric demand billing for that year of any Customer(s), who connects directly to the facilities provided for in this agreement and requiring no further investment by Company
 - ii. times the refundable amount divided by the estimated total ten (10) year base rate electric demand billing required to justify the investment.
- c. The total amount refunded shall not exceed the amount originally deposited nor shall any refund be made after the ten (10) year refund period ends.

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Lexington, Kentucky

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Public Service Commission in Case No.
2018-00294 dated April 30, 2019**

Terms and Conditions
Energy Curtailment and Service Restoration Procedures

PURPOSE

To provide procedures for reducing the consumption of electric energy on Company system in the event of a capacity shortage and to restore service following an outage. Notwithstanding any provisions of these Energy Curtailment and Service Restoration Procedures, Company shall have the right to take whatever steps, with or without notice and without liability on Company’s part, that Company believes necessary, in whatever order consistent with good utility practices and not on an unduly discriminatory basis, to preserve system integrity and to prevent the collapse of Company’s electric system or interconnected electric network or to restore service following an outage. Such actions will be taken giving priority to maintaining service to Company’s retail and full requirements Customers relative to other sales whenever feasible and as allowed by law.

ENERGY CURTAILMENT PROCEDURE

PRIORITY LEVELS

For the purpose of these procedures, the following Priority Levels have been established:

- I. Essential Health and Safety Uses – to be given special consideration in these procedures shall, insofar as the situation permits, include the following types of use
 - A. “Hospitals and Treatment Facilities”, which shall be limited to institutions providing patient care to humans as the primary function. T
 - B. “Life Support Equipment”, which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person. T
 - C. “Police Stations and Government Detention Institutions”, which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons.
 - D. “Fire Stations”, which shall be limited to facilities housing mobile fire-fighting apparatus.
 - E. “Communication Services”, which shall be limited to essential uses required for telephone, cellular phone, local broadcast networks, radio and newspaper operations, and operation of state and local emergency services.
 - F. “Water and Sewage Services”, which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.

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2020-00349 dated XXXX**

Terms and Conditions
Energy Curtailment and Service Restoration Procedures

PRIORITY LEVELS (continued)

- G. "Transportation Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the operation of state and local emergency services. These uses shall include essential signal-lighting services. T
T
T
- H. "Defense-related Services", which shall be limited to those uses essential to the national defense and operation of state and local emergency services. N
N
- I. "Schools", which shall be limited to accredited public or private K-12 educational facilities that may be used for shelters and/or staging areas. N
N

Although, when practical, these types of uses will be given special consideration when implementing the manual load-shedding provisions of this program, any Customer may be affected by rotating or unplanned outages and should install emergency generation equipment if continuity of service is essential. Where the emergency is system-wide in nature, consideration will be given to the use of rotating outages as operationally practicable. In case of Customers supplied from two utility sources, only one source will be given special consideration. Also, any other Customers who, in their opinion, have critical equipment should install emergency generation equipment.

Company maintains lists of Customers with life support equipment and other critical needs for the purpose of curtailments and service restorations. Company, lacking knowledge of changes that may occur at any time in Customer's equipment, operation, and backup resources, does not assume the responsibility of identifying Customers with priority needs. It shall, therefore, be the Customer's responsibility to notify Company if Customer has critical needs.

- II. Critical Commercial and Industrial Uses -- Except as described in Section III below, these uses shall include commercial or industrial operations requiring regimented shutdowns to prevent conditions hazardous to the general population, and to energy utilities and their support facilities critical to the production, transportation, and distribution of service to the general population. Company shall maintain a list of such Customers for the purpose of curtailments and service restoration.
- III. Residential Use -- The priority of residential use during certain weather conditions (for example severe winter weather) will receive precedence over critical commercial and industrial uses. The availability of Company service personnel and the circumstances associated with the outage will also be considered in the restoration of service.
- IV. Non-critical commercial and industrial uses.
- V. Nonessential Uses -- The following and similar types of uses of electric energy shall be considered nonessential for all Customers:

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**Terms and Conditions
Energy Curtailment and Service Restoration Procedures**

PRIORITY LEVELS (continued)

- A. Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
- B. General interior lighting levels greater than minimum functional levels.
- C. Show-window and display lighting.
- D. Parking-lot lighting above minimum functional levels.
- E. Energy use to lower the temperature below 78 degrees during operation of cooling equipment and above 65 degrees during operation of heating equipment.
- F. Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.
- G. Energy use greater than that which is the minimum required for lighting, heating, or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

Non-jurisdictional Customers will be treated in a manner consistent with the curtailment procedures contained in the service agreement between the parties or the applicable tariff.

CURTAILMENT PROCEDURES

In the event Company's load exceeds internal generation, transmission, or distribution capacity, or other system disturbances exist, and internal efforts have failed to alleviate the problem, including emergency energy purchases, the following steps may be taken, individually or in combination, in the order necessary as time permits:

- 1. Customers having their own internal generation capacity will be curtailed, and Customers on curtailable contracts will be curtailed for the maximum hours and load allowable under their contract. Nothing in this procedure shall limit Company's rights under the Curtailable Service Rider tariff.
- 2. Power output will be maximized at Company's generating units.
- 3. Company use of energy at its generating stations will be reduced to a minimum.

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State Regulation and Rates
Lexington, Kentucky

**Issued by Authority of an Order of the
Public Service Commission in Case No.
2009-00548 dated July 30, 2010**

**Terms and Conditions
Energy Curtailment and Service Restoration Procedures**

CURTAILMENT PROCEDURES (continued)

4. Company's use of electric energy in the operation of its offices and other facilities will be reduced to a minimum.
5. The Kentucky Public Service Commission will be advised of the situation.
6. An appeal will be made to Customers through the news media and/or personal contact to voluntarily curtail as much load as possible. The appeal will emphasize the defined priority levels as set forth above.
7. Customers will be advised through the use of the news media and personal contact that load interruption is imminent.
8. Implement procedures for interruption of selected distribution circuits.

SERVICE RESTORATION PROCEDURES

Where practical, priority uses will be considered in restoring service and service will be restored in the order I through IV as defined under PRIORITY LEVELS. However, because of the varieties of unpredictable circumstances which may exist or precipitate outages, it may be necessary to balance specific individual needs with infrastructure needs that affect a larger population. When practical, Company will attempt to provide estimates of repair times to aid Customers in assessing the need for alternative power sources and temporary relocations.

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On and After January 4, 2013

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