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Rocco O. D'Ascenzo
Deputy General Counsel

VIA ELECTRONIC FILING

March 4, 2026

Ms. Linda C. Bridwell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

Re: **Case No. 2025-00054**
In the Matter of Duke Energy Kentucky, Inc.'s Application for Approval of a Special Contract and for Waiver of 807 KAR 5:041, Section 6(2)(c)

Dear Ms. Bridwell:

Duke Energy Kentucky, Inc. (Duke Energy Kentucky or Company) hereby submits electronically pursuant to 807 KAR 5:001, Section 8, an executed copy of the extension to the expiring special contract as required by Final Order dated December 30, 2025.

I certify that the electronically filed document is a true and accurate copy of the original document and that there are currently no parties in this proceeding that the Commission has excused from participation by electronic means. Pursuant to the Commission's July 22, 2021 Order in Case No. 2020-00085, no paper copies of this filing will be made.

Respectfully submitted,

/s/Rocco D'Ascenzo
Rocco O. D'Ascenzo (92796)
Deputy General Counsel
Duke Energy Business Services LLC
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Cincinnati, Ohio 45202
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Counsel for Duke Energy Kentucky, Inc.

Enclosures: As stated

FIRST AMENDMENT TO
RATES AND SCHEDULING AGREEMENT

This FIRST AMENDMENT TO RATES AND SCHEDULING AGREEMENT (this "Amendment") is entered into as of the 17 day of February, 2026 (the "Amendment Effective Date"), by and between Duke Energy Kentucky, Inc., a Kentucky corporation ("Duke Energy"), and Northern Kentucky Water District, a public water district established pursuant to KRS Chapter 74 ("NKWD"). Duke Energy and NKWD may be hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain Rates and Scheduling Agreement dated March 19, 2021 (the "Agreement"), concerning electric service for the Ohio River Pumping Station 1 (ORPS 1), also known as the Mary Ingles Pumping Station, located on Mary Ingles Highway, Ft. Thomas, Kentucky (the "Pumping Station");

WHEREAS, on March 4, 2022, the Agreement was approved by the Kentucky Public Service Commission (the "Commission") in Case No. 2021-00192, along with a deviation from 807 KAR 5:041, Section 6(2)(a) and (c);

WHEREAS, on December 30, 2025, the Commission issued an Order in Case No. 2025-00054 extending approval of the special contract and deviation from 807 KAR 5:041, Section 6(2)(a) and (c) through March 19, 2029, subject to certain conditions; and

WHEREAS, the Parties desire to amend the Agreement to extend the Term through March 19, 2029, consistent with the Commission's Order in Case No. 2025-00054.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

2. **SPECIAL CONTRACT RATE.** Exhibit A, the "Contract Rate," of the Agreement is hereby amended and restated in its entirety as follows:

   "The current Contract Rate shall be as follows: Customer Charge: $155 per month; Demand Charge (maximum monthly kW): $5.44 per kW; and Energy Charge (all kWh): $0.052804 per kWh; and, as such quantities are measured and calculated in accordance with the Schedule of Rates, Classifications, Rules and Regulations for Electric Service of Duke Energy Kentucky, Inc. as approved by the Commission and as may be amended from time to time.

The Contract Rates specified above shall replace the Demand Charge and the Energy Charge provided in Rate DT, Time-of-Day Rate for Service at Distribution Voltage (Rate DT). All other provisions of Rate DT, including all riders thereto, shall continue to apply. The Contract Rate shall adjust in accordance with Section 1 of this Agreement through the Term of this Agreement.

Notwithstanding anything to the contrary herein the Contract Rate shall not apply to Excess Demand."

3. **EXTENSION OF TERM.** Section 6 of the Agreement is hereby amended and restated in its entirety as follows:

> "6. Term. The initial term of this Agreement commenced on March 19, 2021 and shall continue through March 19, 2029, unless earlier terminated in accordance with the terms of this Agreement. Upon expiration of the term, this Agreement shall continue on a month to month basis until terminated by either Party by providing not less than thirty (30) days written notice to the other Party. The initial term and any renewal term may be referred to individually or collectively as the 'Term.'"

3. **RATIFICATION.** Except as expressly amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

4. **COMMISSION APPROVAL.** The Parties acknowledge that this Amendment is being executed pursuant to and in accordance with the Commission's Order dated December 30, 2025 in Case No. 2025-00054.

5. **COUNTERPARTS.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first above written.

DUKE ENERGY KENTUCKY, INC.

By: _____

Name: Chris Lange

Title: Regional SVP

Date: 2/17/26

NORTHERN KENTUCKY WATER DISTRICT

By: _____

Name: Lindsey Rechtin

Title: President/CEO

Date: 2/5/2026