P.S.C. No. 11

# ELECTRIC RATE SCHEDULE

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# Interruptible Service

#### APPLICABLE

In all territory served by the Company

## AVAILABILITY OF SERVICE

This schedule shall be made available to any customer receiving transmission service who contracts for not less than 4,000 KVA of his total requirements to be subject to either 200 or 400 hours interruption upon notification by the Company. Service under this schedule will be limited to customers whose firm capacity requirement does not exceed 50,000 KVA. Customers with firm capacity requirements that exceed 50,000 KVA will have a rate developed as part of their contract based upon their electrical characteristics.

Service at other than the Company's nominal transmission voltages will be available to customers who contract to reimburse the Company for the additional facilities required beyond the transmission level.

#### RATE

Customer Charge: \$300.00 per month

Demand Charge:

Plus the KVA measured in excess of the firm capacity during the billing month at:

> Subject to 200 hours interruption . . . . . . . . . \$7.80 per KVA Subject to 400 hours interruption . . . . . . . \$7.30 per KVA

Plus Energy Charge of: 1.697¢ per KWH

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

### MINIMUM CHARGE

The firm capacity will be based on the greater of:

(1) the firm capacity specified by the customer's contract,

1 1989

(2) the maximum load during any period of requested interruption in the billing month, or (3) the maximum load during any period of requested interruption in the preceding il billing months. ECTION 9/1),

# INTERRUPTION

The customer will, upon notification by the Company, reduce customer's load being supplified by the Company to the firm level specified by contract.

The total hours of interruption during any 12 consecutive months shall not exceed either 200 hours or 400 hours as agreed to by contract.

DUE DATE OF BILL: Customer's payment will be due within 10 days from date of bill.

### FUEL CLAUSE

An additional charge or credit will be made on the kilowatt-hours purchased by the customer in accordance with the fuel clause set forth on Sheet No. 24 of this Tariff.

# FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth in the Rules and Regulations of this Tariff.

### TERM OF CONTRACT

The term of contract shall be for an initial period of 10 years and shall continue thereafter until terminated by either party giving at least 7 years written notice to the other.

# RULES AND REGULATIONS

Service will be furnished under the Company's general Rules and Regulations or Terms and Conditions, except as set out herein and/or any provisions agreed to by written contract.

Date of Issue: July 1, 1989 Cancelling Fourth Revision of Original Sheet No. 11 Issued January 1, 1988

Issued By

R. M. Hewett, Vice President Lexington, Kentucky Issued Pursuant To K.P.S.C. Order No. 10439

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Date Effective: July 1, 1989

# ELECTRIC RATE SCHEDULE

# P.O.Lt.

# Private Outdoor Lighting

#### APPLICABLE

In all territory served by the Company.

# AVAILABILITY

Service under this schedule is offered, under the conditions set out hereinafter, for lighting applications on private property such as, but not limited to, residential, commercial and industrial plant site or parking lot, other commercial area lighting, etc. to Customers now receiving electric service from the Company at the same location. Service will be provided under written contract signed by Customer prior to service commencing.

#### CHARACTER OF SERVICE

The Company will furnish a complete fixture with 2-foot mast arm for 7,000, 5,800, and 9,500 lumen fixtures and 6-foot mast arm for other size lights on existing poles with available secondary voltage of 120/240. Service shall be from dusk to dawn totaling approximately 4,000 hours of annual burning time.

#### RATE

Monthly Charge \$ 7.29	Approx. Lumens 7,000**	Type Light Mercury Vapor	KW Rating .207
\$ 8.58	20,000**	Mercury Vapor	.453
\$ 4.14	5,800	High Pressure Sodium	.083
\$ 4.73	9,500	High Pressure Sodium	.117
\$ 8.64	22,000*	High Pressure Sodium	.242
\$ 13.92	50,000*	High Pressure Sodium	.485

Note: \*Not available for urban residential home use.

\*\*Restricted to those fixtures in service on August 20, 1990.

### DUE DATE OF BILL

Payment will be due within 10 days from date of bill. Billing for this service to be made a part of bill rendered for other electric service.

### FUEL CLAUSE

An additional charge or credit will be made on the kilowatt-hours purchased by the Customer in accordance with the fuel clause set forth on Sheet No. 24 of the Tariff.

# FRANCHISE CHARGE

The rate herein provided shall include, where applicable, an additional charge for local government franchise payment determined in accordance with the Franchise Billing Plan as set forth in the Rules and Regulations of this Tariff.

# DETERMINATION OF ENERGY CONSUMPTION

The kilowatt-hours will be determined as set forth on Sheet No. 19 of the Tariff to which the fuel clause will apply.

## TERM OF CONTRACT

For a fixed term of not less than 5 years and for such time thereafter until terminated by either party giving 30 days written notice to the other. Cancellation by Customer prior to the initial 5-year term will require the Customer to pay to Company its cost of labor to install and remove facilities plus cost of non-salvable material, prorated on the basis of the remaining portion of the 5-year period.

## ADDITIONAL FACILITIES

Where the location of existing poles are not suitable or where there are no existing poles for mounting of lights, and the Customer requests service under these conditions the required facilities at an additional charge per month to be determined by the company. These additional charges are subject to change by Company upon 30 days prior written notice ENTUCKY

All facilities required by Company will be standard stocked material. FFM winderground facilities are requested and the Company agrees to underground service, the Customer will be responsible for ditching and backfilling and seeding and/or repaving.

Date of Issue: August 20, 1990 Cancelling Fifth Revision of Original Sheet No. 18 Issued July 1, 1989 Issued By

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R. M. Hewett, Vice President
Lexington, Kentucky
Issued Pursuant To K.P.S.C. Order No. 90-160

PURSUANT TO 807 KAR 5:011,

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# ELECTRIC RATE SCHEDULE

P.O.Lt.

# Private Outdoor Lighting

#### RULES AND REGULATIONS

- (1) Service shall be furnished under Company's general Rules and Regulations or Terms and Conditions, except as set out herein.
- (2) All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Company. The Company shall be allowed 48 hours after notification by the Customer in which to restore service.
- (3) The Customer shall be responsible for fixture replacement or repairs where such replacement or repairs are caused from willful damage, vandalism, or causes other than normal burnouts.
- (4) The Company shall own and maintain all facilities required in providing this service.

PUBLIC SERVICE COMMISSION

OF RENTUCKY

EXECUTION

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Date of Issue: May 7, 1984 Canceling First Revision of Original Sheet No. 18 Issued August 12, 1983 Issued By

R. M. Hewett, Vice President
Lexington, Kentucky
Issued Pursuant To K.P.S.C. Order No. 9052

Date Effective: June 1, 1984

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# **ELECTRIC RATE SCHEDULE**

RATE SOF

# **Cogeneration and Small Power Producer**

# **AVAILABILITY**

In all territory served by Company.

#### **APPLICABLE**

This Rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy only from the owner of qualifying cogeneration or small power production facilities of 100 KW or less (such owner being hereafter called "Seller") installed on Seller's property to provide all or part of its requirements of electrical energy, or from which facilities Seller may elect to sell to Company all or part of such output of electrical energy.

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under PARALLEL OPERATION.

Company will purchase such energy from Seller at the Rate, A or B, set out below and selected as hereafter provided, and under the terms and conditions stated herein. Company reserves the right to change the said Rates, upon proper filing with and acceptance by the jurisdictional Commission.

# **RATE A: Time-Differentiated Rate**

1. For summer billing months of June, July, August and September, during the hours 9:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (onpeak hours),

1.472 cents per KWH.

- 2. For winter billing months of December, January and February, during the hours 7:01 A.M. thru 10:00 P.M. weekdays exclusive of holidays (on-peak hours),
- 1.545 cents per KWH.
- 3. During all other hours (off-peak hours),
- 1.402 cents per KWH.

Determination of On-Peak and Off-Peak Hours: On-peak hours are defined as the hours of 9:01 A.M. through 10:00 P.M., E.D.T. (8:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 1 above), and the hours of 7:01 A.M. through 10:00 P.M., E.D.T. (6:01 A.M. through 9:00 P.M., E.S.T.), Mondays through Fridays exclusive of holidays (under 2 above). Off-peak hours are defined as all hours other than those listed as on-peak (under 3 above). Company reserves the right to change the hours designated as on-peak from time to time as conditions indicate to be appropriate.

# RATE B: Non-Time-Differentiated Rate

For all KWH purchased by Company,

1.414 cents per KWH.

# **SELECTION OF RATE AND METERING**

Subject to provisions hereafter in this Section relative to payment of costs of metering equipment, either Seller or Company may select Rate A, the Time-Differentiated Rate, for application to Company's said purchases of energy from Seller. If neither Seller nor Company selects Rate A, then Rate B, the Non-Time-Differentiated Rate, shall apply.

If neither Seller nor Company selects Rate A, and Rate B therefore is to apply to such purchases, Company, at Seller's cost, will install, own and operate a non-time-differentiated meter and associated equipment, at a location selected by Company, measuring energy, produced by Seller's generator, flowing into Company's system. Such meter will be tested at intervals prescribed by Commission Regulation, with Seller having a right to with seller having a right to with seller will pay to Company its fixed cost on such meter and equipment, expense of such periodic tests of the meter and any other expenses (all such costs and expenses, together, being hereafter called Occupation time-**EFFECTIVE** differentiated metering").

> **OCT** 1 1991

Date of Issue: August 30, 1991 Cancelling First Revision of Original Sheet No. 22 Issued November 14, 1986

Issued By

R. M. Hewett, Vice President Lexington, Kentucky

Issued Pursuant To K.P.S.C. Order No.

George Saller PUBLIC SERVICE COMMISSION MANAGER

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SECTION 9 (1)

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# Applicable to All Classes of Electric Service

#### GENERAL RULES AND REGULATIONS OR TERMS AND CONDITIONS

A copy of the Company's Rates and Rules and Regulations or Terms and Conditions are available for public inspection at each office of the Company and are on file with the Public Service Commission of Kentucky.

## APPLICATION FOR SERVICE

All applications for service will be made on the Company's standard ORDER FOR SERVICE form and/or Contract form and will be signed by the Customer, or his duly authorized agent, and accepted by the Company before service is supplied by the Company. Contract forms will be signed whenever there is a rider or special agreement with the Customer.

Residential Customers in good standing may provide a signed ORDER FOR SERVICE after service is provided, however, failure to provide an acceptable Order by the agreed date may result in discontinuance of service.

A separate ORDER FOR SERVICE and/or Contract will be made for each class of service at each separate location.

These TERMS AND CONDITIONS apply to all Customers receiving service from the Company.

# OPTIONAL RATES

When two or more rates are available for certain classes of service, the conditions under which they are applicable to the requirements of particular Customers are plainly set forth in the Company's published rate schedules. The choice of such rates lies with the Customer.

The Company will, at any time, upon request, advise any Customer as to the rate best adapted to existing or anticipated service requirements as defined by the Customer, but the Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected.

From time to time, the Customer should investigate his operating conditions with a view to determining desirable changes from one available rate to another. The Company, lacking knowledge of changes that may occur at any time in the Customer's operating conditions, does not assume responsibility that Customers will be served under the most favorable rate, nor will the Company make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same service.

A Customer, having selected a rate adapted to his service, may not change to another rate within a 12-month period unless there should be a substantial change in the use of electricity will service. A new Customer or existing Customer having substantial change in the use of electricity will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate therefor.

# CUSTOMER'S INSTALLATION

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All wiring and other electrical equipment in the premises, furnished by the Customer will be maintained by the Customer at all times in conformity with the requirements of the constituted authorities and with the TERMS AND CONDITIONS of the Company.

# OWNER'S CONSENT TO OCCUPY

R'S CONSENT TO OCCUPY

In case the Customer is not the owner of the premises or of the intervening property between the lises and the Company's lines, the Customer will obtain from the company's lines. premises and the Company's lines, the Customer will obtain from the property owner or owners the necessary consent to install and maintain in or over said premises all such wires and electrical equipment as are necessary or convenient for supplying electric service to the Customer.

# ACCESS TO PREMISES

The Company will have the right of access to the Customer's premises at all reasonable times for the purpose of installing, reading, inspecting, or repairing any meters, devices, and other equipment used in connection with its supply of electric service, or for the purpose of removing its property and for all other proper purposes.

Lexington, Kentucky

Date of Issue: July 1, 1989 Cancelling Original Sheet No. 25 Issued August 2, 1972

Is sued, By R. M. Hewett, Vice President

Date Effective: July 1, 1989

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# Applicable to All Classes of Electric Service

#### METER TESTING

All meter tests shall be made in accordance with the rules and regulations of the Public Service Commission of Kentucky. By Order dated March 26, 1984 in PSC Case No. 8941 and Order dated January 17, 1986 in PSC Case No. 9479, the Commission authorized the Company to implement sample testing of single phase meters as prescribed in 807 KAR 5:041 (General), Section 16. By Order dated March 14, 1986, in PSC Case No. 9493, the Commission authorized the Company to deviate from that portion of 807 KAR 5:041 (General), Section 17(1), requiring the testing of single phase meters at 100% test current at 50% power factor. This deviation, however, does not apply to new single phase meters which must be tested under all specified conditions.

## BILLING FOR SERVICE

(a) All bills will be based upon consecutive meter readings made in accordance with the Company's meter reading schedule, and shall be taken as nearly as may be practicable either every 30 days for monthly billing or as nearly as practicable every 60 days for bimonthly billing or as otherwise specified.

Where charges per kilowatt-hour are stated for a specified number of kilowatt-hours supplied in the month, such number of kilowatt-hours shall be doubled when computing bimonthly bills, and in computing bimonthly minimums both the kilowatt-hours available under the schedule and the monthly minimum charge shall be doubled.

Where a Customer is billed bimonthly and desires to make monthly payments, the Company will accept budget payments for such purpose. Such budget payments will be credited to the Customer's account.

(b) The Company has a budget payment plan available for its residential Customers whereby a Customer may elect to pay a monthly amount for the budget year in lieu of monthly or bimonthly billings for actual usage. The monthly budget payment will be determined by the Company based, under normal circumstances, on a minimum of one-twelfth of the estimated annual usage, subject to review and adjustment during the budget year. The normal budget year is the 12 months determined as shown below:

Type Residential	1	Budget	Settlement
Customer		Year	Month
Full Electric Servi Other Monthly Bille Bimonthly Billed:	ed	August - July February - January February - January March - February	July January January February

Customers who elect to use this plan must pay, in the first month of the budget year, the beginning budget payment plus any arrears if applicable. The Company reserves the right to clear budget accounts in the designated settlement month.

- If Customer fails to pay bills as rendered under the budget payment plan, the Company reserves the right to revoke the plan, restore the Customer to regular billing and require immediate payment of any deficiency.
- (c) Failure to receive a bill in no way exempts Customer from the provisions of these TERMS AND CONDITIONS.
- (d) When the Company is unable to read a meter after reasonable of the Constoner will be billed at the average of the three immediately preceding monthly or bimonthly billing adjusted when the meter is read.
  - (e) Fuel clause adjustments  $(\pm)$  are in addition to the minimum.
  - (f) Customer's bill will be due within 10 days from date of bill.

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Date Effective: October 1, 1980

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Date of Issue: July 1, 1989 Cancelling First Revision of Original Sheet No. 25.1

Date of Issue: November 12, 1986

R. M. Hewett, Vice President
Lexington, Kentucky
Issued Pursuant to K.P.S.C. Order No. 9493

Issued By

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P.S.C. No. 11

# RULES AND REGULATIONS OR TERMS AND CONDITIONS

# Applicable to All Classes of Electric Service

#### POWER FACTOR

The Company installs facilities to supply power to the Customer at or near unity power factor.

The Company expects Customer to use apparatus which shall result in a power factor near unity. However, the Company will permit the use of apparatus which shall result, during normal operation, in a power factor not lower than 90% either lagging or leading.

Where the Customer's power factor is less than 90%, the Company reserves the right to require the Customer to furnish, at his own expense, suitable corrective equipment to maintain a power factor of 90% or higher. At the Company's option, in lieu of Customer providing the above corrective equipment, the Company may adjust the maximum measured load for billing purposes when power factor is less than 90%, in accordance with the following formula: (BASED ON POWER FACTOR MEASURED AT TIME OF MAXIMUM LOAD)

# Maximum Measured KW Load x 90% Power Factor (in percent)

Company will not be required to measure power factor more often than once a year but will do so if there is a material or permanent change in Customer's load. However, the Company reserves the right to install (1) a KVA meter and base the billing KW on the measured KVA times 90%, or (2) metering equipment of a type whereby power factor can be determined for use in the above formula.

## **DEPOSIT**

The Company will have the right to require the Customer to make and maintain a reasonable deposit to secure the prompt payment of bills. A deposit will normally be required prior to service being rendered. The Company reserves the right to require an increase in deposit from an existing Customer. Any portion of such deposit not applied to payment of bills will be refunded when the Customer discontinues service. Interest on the deposit will be calculated at the rate of 6% per annum at simple interest from the date the total deposit amount is credited for deposits received through October 30, 1989. On and after October 31, 1989, interest will be calculated at the rate of 6% compounded annually per the October 31, 1989 and December 11, 1989 Orders in PSC Case No. 89-057. If the deposit is refunded or credited to the Customer's bill prior to the deposit anniversary date, interest will be paid or credited to the Customer's bill on a pro-rated basis. Interest shall be payable annually upon demand of the Customer, or upon the return of the deposit.

The Company may offer Residential Customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first three normal billing periods for monthly billed Customers, or the first two normal billing periods for bimonthly billed Customers. Customers electing installment deposit payments or billings may have their service disconnected for failure to abide by the agreed payment schedule.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

PUBLIC SERVICE COMMISSION MANAGER

Date Effective: July 1, 1989

Date of Issue: October 31, 1989 Cancelling First Revision Of Original Sheet No. 25.1-A Issued July 1, 1989 R. M. Hewett

R. M. Hewett, Vice President Lexington, Kentucky Issued Pursuant to P.S.C. Order No. 89-057 1989 U<sup>5</sup><sup>9</sup>

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# Applicable to All Classes of Electric Service

#### FRANCHISE BILLING PLAN

- 1. Effective for service on and after October 1, 1980, within a city, town or urban county area with respect to which the Company has a franchise requiring payments by the Company based in any manner on revenues from service in such area, there shall be included, as part of the Company's rates in each franchise area, an additional charge determined in accordance with this Franchise Billing Plan.
- 2. The amount of such additional charge shall be determined and added to monthly and bimonthly customer billings for all Kentucky jurisdiction revenue classifications in the franchise area.
- 3. The additional charge to each customer's bill shall be determined by a factor equal to the anticipated annual franchise payment for each franchise area, divided by the anticipated annual revenues of the Company for such area, multiplied by the customer's bill as otherwise determined under the Company's rate tariff.
- 4. The billing factor shall be determined for each calendar year, subject to periodic review and adjustment during the year for any material changes affecting the billing factor. The amount by which the additional charges collected for any franchise area exceed or are less than the franchise payment due for such area shall be credited or charged by appropriate adjustment to the billing factor.
- 5. The amount of the additional charge shall be listed as a separate item on customers' bills, showing the amount and designating the unit of government to which the payment is due.

MOTOR INSTALLATIONS See Sheet No. 28

## PRIMARY OR TRANSMISSION SERVICE

PUBLIC SERVICE COMMISSION
OF KENTUCKY

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The customer in order to earn the primary or transmission service rates must own and maintain or lease all transformers and other facilities necessary to take service at the primary or transmission voltage delivered.

ASSIGNMENT

No order for service, agreement or contract for service may be assigned of transferred without the written consent of the Company.

SECTION 9 (1)

# RENEWAL OF CONTRACT

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed for successive periods of one year each, subject to termination at the end of any year upon 30 days' prior written notice by either party.

## AGENTS CANNOT MODIFY AGREEMENT

No agent has power to amend, modify, alter, or waive any of these TERMS AND CONDITIONS, or to bind the 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 the Company has previously supplied electric service.

OFF-PEAK WATER HEATING See Sheet No. 27

### DISCONTINUANCE OF SERVICE

The Company is authorized to refuse or discontinue service to any Applicant or customer for (a) noncompliance with these Rules and Regulations, (b) for refusing or neglecting to provide reasonable access to the premises, (c) when the Applicant is indebted to the Company for service, (d) for noncompliance with any applicable state, municipal, or other code, rule or regulation, (e) for nonpayment of bills, or (f) for fraudulent or illegal use of service. The Company shall discontinue service when a dangerous condition is found to exist on the customer's premises. Service shall be so refused or discontinued in accordance with the provisions of Kentucky Public Service Commission Regulation 807 KAR 5:006 Section 11 (as may be modified or replaced by an regulation hereafter adopted governing discontinuance of service), which is hereby incorporated herein as a part of these Rules and Regulations. A copy of such Commission Regulation shall be furnished to any Applicant or customer upon request.

Date of Issue: July 1, 1982 Cancelling Original Sheet No. 25.2 Date of Issue: October 1, 1980 Issued By

R. M. Hewett, Vice President Lexington, Kentucky Date Effective: October 1, 1980

Refiled: July 1, 1989

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# Applicable to All Classes of Electric Service

## DISCONTINUANCE OF SERVICE (continued)

When service has been discontinued for any of the reasons stated above, service shall not be restored until the Company has been paid in full for the cost of service rendered (which may be estimated by the Company if actual usage cannot be determined) and reimbursed for the estimated cost to the Company incurred by reason of the discontinuance, and if service is restored, for reconnection. For any customer whose service has been discontinued for nonpayment of bills, \$10.50 shall be charged for reconnecting service during regular scheduled working hours and \$38.00 for reconnecting service during other than regular scheduled working hours.

When service has been discontinued for any of the above reasons, the 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 the Company.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011, SECTION 9 &1>/

CY: SERVICE COMMISSION MANAGER

Date of Issue: July 1, 1982 Cancelling Original Sheet No. 25.2 Date of Issue: October 1, 1980 Issued By

R. M. Hawett Vice President

R. M. Hewett, Vice President Lexington, Kentucky Date Effective: October 1, 1980

Refiled: July 1, 1989

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