

CANCELLED
JUN 30 2015
KENTUCKY PUBLIC SERVICE COMMISSION

RIDER E.P.C.S.
(Energy Price Curtailable Service Rider)

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AVAILABILITY OF SERVICE.

Available for Energy Price Curtailable Service (EPCS) to customers normally taking firm service under Tariffs M.G.S., M.G.S.-T.O.D., L.G.S., L.G.S.-T.O.D., Q.P. and C.I.P.- T.O.D. for their total capacity requirements from the Company. The Customer must have an on-peak curtailable demand not less than 100 KW and will be compensated for KW curtailed under the provisions of this Rider.

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CONDITIONS OF SERVICE.

- 1. The Company reserves the right to curtail service to the Customer's EPCS load at the Company's sole discretion.
- 2. The Company will endeavor to provide as much advance notice as possible of curtailments under this Rider including an estimate of the duration of such curtailments. However, the Customer's EPCS load shall be curtailed within 1 (one) hour if so requested.
- 3. For purposes of this Rider, seasons are defined as follows:

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Winter	December, January and February
Spring	March, April and May
Summer	June, July and August
Fall	September, October and November

- 4. The Company and the Customer shall mutually agree upon the method which the Company shall use to notify the Customer of a curtailment under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., the Company's customer communication system, telephone, pager) and shall designate the Customer's representatives to receive said notification. The Customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.
- 5. No responsibility or liability of any kind shall attach to or be incurred by the Company or the AEP System for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any curtailment of service under the provisions of this Rider.
- 6. The Company reserves the right to test and verify the Customer's ability to curtail. Such test will be limited to one curtailment per contract term. Any failure of the customer to comply with a request to curtail load will entitle the Company to call for one additional test. The Company agrees to notify the Customer as to the month in which the test will take place, and will consider avoiding tests on days, which may cause a unique hardship to the Customer's overall operation. There shall be no credits for test curtailments nor charge for failure to curtail during a test.
- 7. Upon receiving a curtailment notice from the Company, the customer must respond within 45 minutes when the request is made on a day-ahead basis and within 15 minutes when a request is made for the current day if the customer intends to participate in the curtailment event. Customers who fail to respond, or respond that they will not participate in the curtailment event, will receive no payments, nor be subject to any monetary charges described elsewhere under this Rider. However, a customer's failure to respond or a response that the customer will not participate will be considered as a failure to curtail for purposes of Paragraph 8 below.

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- 8. The Company reserves the right to discontinue service to the Customer under this Rider if the Customer fails to curtail under any circumstances three or more times during a season as requested by the Company.

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(Cont'd on Sheet No. 25-2)

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
6/29/2010

DATE OF ISSUE July 16, 2010 DATE EFFECTIVE Service rendered on and after

ISSUED BY E.K. WAGNER DIRECTORY OF REGULATORY SERVICES FRANKFORT, KY DATE EFFECTIVE ADDRESS

Issued by authority of an Order of the Public Service Commission in Case No. 2009-00459 dated June 28, 2010 KAR 5:011 SECTION 9 (1)

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KENTUCKY PUBLIC SERVICE COMMISSION

RIDER E.P.C.S. (Cont'd)
(Energy Price Curtailable Service Rider)

CONDITIONS OF SERVICE, Continued

9. The Customer shall not receive credit for any curtailment periods in which the Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, or any event other than the customer's normal operating conditions.

CURTAILMENT OPTION.

At the time the customer contracts for service under this Rider, the customer shall select one or both of the following Curtailment Notice Types:

Notice Type 1	Day-ahead Notification
Notice Type 2	Current Day Notification

At the time the customer selects one or both types of Notice Types above, the Customer shall also select one of the following Curtailment Limits for each Notice Type selected:

	<u>Maximum Duration</u>
Option A	2 hours
Option B	4 hours
Option C	8 hours

The Curtailment Limit is the maximum number of hours per curtailment event for which load may be curtailed under the provisions of this Rider. The Customer shall receive credit for a minimum of 2 (two) hours per curtailment event, even if the event is shorter than two hours.

The Customer shall specify the Maximum Number of Days during the season that the Customer may be requested to curtail under each Notice Type chosen. The Customer shall also specify the Minimum Price at which the customer would be willing to curtail under each Notice Type chosen. The Company, at its discretion will determine whether the Customer shall be curtailed give the Customer's specified Curtailment Options.

EPCS CONTRACT CAPACITY.

Each Customer shall have an EPCS Contract Capacity to be considered as price curtailable capacity under this Rider. The Customer shall specify the Non-EPCS Demand, which shall be the demand at or below which the Customer will remain during curtailment periods. The EPCS Contract Capacity shall be the difference between the Customer's typical on-peak demand and the Customer's specified Non-EPCS Demand. The Company shall determine the Customer's typical on-peak demand, as agreed upon by the Company and the Customer. For the purpose of this Rider, the on-peak billing period is defined as 7:00 a.m. to 11:00 p.m., local time, for all weekdays, Monday through Friday.

The Customer may modify the amount of EPCS Contract Capacity and/or the Curtailment Options no more than once prior to each season. Modifications must be received by the Company in writing no later than 30 days prior to the beginning of the season.

CURTAILED DEMAND.

For each curtailment period, Curtailed Demand shall be defined as the difference between the Customer's typical on-peak demand and the maximum 15-minute integrated demand during each interval of the curtailment period.

(Cont'd on Sheet No. 25-3)

DATE OF ISSUE July 16, 2010 DATE EFFECTIVE Service rendered on and aft
 ISSUED BY E.R. Wagner DIRECTOR OF REGULATORY AFFAIRS Frankfort
 NAME TITLE ADDRESS EFFECTIVE

KENTUCKY PUBLIC SERVICE COMMISSION	
JEFF R. DEROUEN EXECUTIVE DIRECTOR	
TARIFF BRANCH	
<u>Brent Kirtley</u>	
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CURTAILMENT CREDIT.

Hourly PCS Energy shall be defined as the sum of the Curtailed Demand for each 15-minute interval of the hour divided by four (4). The Curtailment credit shall be equal to the product of the Hourly EPCS Energy and the greater of the following: (a) 80% of the AEP East Load Zone Real-Time Locational Marginal Price (LMP) established by PIM (including congestion and marginal losses) (b) the Minimum Price as specified by the Customer or (c) 3.5 cents/kWh.

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MONTHLY CREDIT.

The Monthly Credit shall be equal to the product of the PCS Energy and the applicable Curtailment Option Credit less any Noncompliance Charges. The Monthly Credit will be provided to the Customer by check within 30 days after the end of the month in which the curtailment occurred. This amount will be recorded in the Federal Energy Regulatory Commission's Uniform System of Accounts under Account 555, Purchased Power, and will be recorded in a subaccount so that the separate identify of this cost is preserved.

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NONCOMPLIANCE CHARGES

If the Customer responds affirmatively that it will participate in a curtailment event, and subsequently fails to fully comply with a request for curtailment under the provisions of this Rider, then the Noncompliance Demand shall be the difference between the maximum 15-minute integrated demand during each hour of the curtailment period and the Non-EPCS Demand. Noncompliance Demand shall be billed at a rate equal to the applicable Curtailment Credit for the hours during which the Customer failed to fully comply.

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TERM.

Contracts under this Rider may be made for an initial period of one (1) season and shall remain in effect thereafter until either party provides to the other at least 30 days' written notice prior to the start of the next season of its intention to discontinue service under the terms of this Rider.

SPECIAL TERMS AND CONDITIONS.

Individual Customer information, including, but not limited to, EPCS Contract Capacity and Curtailment Options, shall remain confidential.

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If a change in metering equipment or functionality is required, customers taking service under this Rider shall pay the additional cost of installation. The Company will make available to the customer the real time pulse metering data, if requested by the customer, for an additional fee.

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KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
DATE OF ISSUE <u>July 16, 2010</u> DATE EFFECTIVE <u>Service rendered on and after</u> <u>Brent Kirtley</u>
ISSUED BY <u>E.K. Wagner</u> <u>E.K. WAGNER</u> DIRECTOR OF REGULATORY SERVICES <u>FRANKFORT, KENTUCKY</u> EXECUTIVE ADDRESS
NAME TITLE ADDRESS
6/29/2010
Issued by authority of an Order of the Public Service Commission in Case No. 2009-0459 dated <u>June 26, 2010</u> KAR 5:011 SECTION 9 (1)