

**RIDER D.R.S.**  
**(Demand Response Service)**

**AVAILABILITY OF SERVICE**

Available for Demand Response Service (“DRS”) to customers that take firm service from the Company under a standard demand-metered rate schedule and that have the ability to curtail load under the provisions of this Schedule. Each customer electing service under this Schedule shall contract, via a Contract Addendum, for a definite amount of firm and interruptible capacity agreed to by the Company and the customer. The interruptible capacity amount shall not exceed the Customer’s average on-peak demand for the past 12 months. The Company reserves the right to limit the aggregate amount of interruptible capacity contracted for under this Schedule. The Company will take Customer DRS requests in the order received. Customers taking service under this Schedule shall not participate in any PJM demand response program for Capacity.

**CONDITIONS OF SERVICE**

1. The Company, in its sole discretion, reserves the right to call for curtailments of the Customer’s interruptible load at any time. Such interruptions shall be designated as “Discretionary Interruptions” and shall not exceed sixty (60) hours of interruption during any Interruption Year. The “Interruption Year” shall be defined as the consecutive twelve (12) month period commencing on June 1 and ending on May 31. Should this Schedule become effective on a date other than June 1, the period from the effective date of this Schedule until the next May 31 after such effective date shall be referred to as the “Initial Partial Interruption Year.” In any Initial Partial Interruption Year, Discretionary Interruptions shall not exceed a number of hours equal to the product of the number of full calendar months during the Initial Partial Interruption Year and the annual interruption hours divided by 12.
2. The monthly Interruptible Demand Credit Rate shall be \$5.50/kW-month, credited to participating Customers’ bills for standard tariff service.
3. The Company will endeavor to provide the Customer with as much advance notice as possible of a Discretionary Interruption. The Company shall provide notice at least 90 minutes prior to the commencement of a Discretionary Interruption. Such notice shall include both the start and end time of the Discretionary Interruption. For any Discretionary Interruption, the Customer shall be permitted to choose not to interrupt and to continue to operate during the event, provided that the Customer pays the DRS Event Failure Charge. Discretionary Interruptions shall begin and end on the clock hour.
4. Discretionary Interruption events shall be three (3) consecutive hours and there shall not be more than six (6) hours of Discretionary Interruption per day.
5. The Company will inform the Customer regarding the communication process for notices to curtail. The Customer is ultimately responsible for receiving and acting upon a curtailment notification from the Company.

(Cont’d On Sheet 36-2)

**CANCELLED**

January 16, 2024

**KENTUCKY PUBLIC  
SERVICE COMMISSION**

DATE OF ISSUE: April 9, 2021  
 DATE EFFECTIVE: Service Rendered On And After January 14, 2021  
 ISSUED BY: /s/ Brian K. West  
 TITLE: Vice President, Regulatory & Finance  
 By Authority of Orders of the Public Service Commission  
 In Case No. 2020-00174 dated January 13, 2021; January 15, 2021; February 22, 2021, and March 17, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
1/14/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**RIDER D.R.S. (Cont'd)**  
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- 6. The minimum interruptible capacity contracted for under this Schedule will be 500 kW. Customers with multiple electric service accounts at a single location may aggregate those individual accounts to meet the 500 kW minimum interruptible capacity requirement under this Schedule; however, the interruptible capacity committed for each individual account shall not be less than 100 kW.
- 7. All Customer meter data required under this Schedule shall be determined from 15- or 30-minute integrated metering, as applicable based on the Customer's rate schedule, with remote interrogation capability and demand recording equipment. Such metering equipment shall be owned, installed, operated, and maintained by the Company.
- 8. **NO RESPONSIBILITY OR LIABILITY OF ANY KIND SHALL ATTACH TO OR BE INCURRED BY THE COMPANY 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 SCHEDULE.**

**INTERRUPTIBLE CAPACITY RESERVATION**

The Customer shall have established a total Capacity Reservation under its Contract for Service under the applicable demand-metered rate schedule. In a Contract Addendum, the Customer shall designate a set amount of kW of that total Capacity Reservation as the Firm Service Capacity Reservation, which is not subject to interruption under this Schedule. The Interruptible Capacity Reservation shall be the Customer's average on-peak demand over the past 12 months in excess of the Firm Service Capacity Reservation.

**The Interruptible Capacity Reservation is subject to annual review and adjustment by the Company and the Customer.**

**MONTHLY INTERRUPTIBLE DEMAND CREDIT**

The monthly Interruptible Demand Credit shall be equal to the product of Demand Credit per kW-month and the Customer's Interruptible Capacity Reservation kW.

**INTERRUPTION EVENT COMPLIANCE**

**A Customer will be determined to have failed a DRS interruption event if the Customer has not achieved at least ninety (90) percent of their agreed upon interruptible capacity reservation during the duration of a DRS event.**



(Cont'd On Sheet 36-3)



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**DRS EVENT FAILURE CHARGE**

A Customer that fails one or more DRS interruption events shall repay a portion of the Customer's total annual DRS Interruptible Demand Credit per the following table:

Number of Failures	Penalty Payment %
Failure 1	5%
Failure 2	10%
Failure 3	10%
Failure 4	15%
Failure 5	15%
Failure 6	20%
Failure 7	25%
Totals	100%

The DRS Event Failure Charge equals the Customer's Interruptible Capacity Reservation kW, times the DRS Interruptible Demand Credit Rate, times 12, times the corresponding DRS Event Failure Charge Penalty Payment % set forth in the table above. Under no circumstance will a Customer be charged for DRS interruption event failures in an amount greater than the annual amount of DRS Interruptible Demand Credits the Customer would have or has received in an Interruption Year.

**SETTLEMENT**

The net amount of the monthly Interruptible Demand Credit and any DRS Event Failure Charge will be included in the Customer's monthly bill for electric service under its demand-metered rate schedule.

**TERM**

A Contract Addendum term under this Schedule shall be at least one (1) Interruption Year and shall continue for each subsequent Interruption Year until either party provides written notice no later than April 2 of its intention to discontinue service effective June 1 under the terms of this Schedule. Any participating Customer must participate for at least one full Interruption Year, therefore a Customer that begins service under this rider during the Initial Partial Interruption Year must then also participate in the subsequent full Interruption Year.

**CANCELLED**

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