

KENTUCKY POWER COMPANY

P.S.C. KY. NO. 12 ORIGINAL SHEET NO. 12-1  
CANCELLING P.S.C. KY. NO. 11 2<sup>ND</sup> REVISED SHEET NO. 12-1

**CANCELLED**

January 16, 2024

**KENTUCKY PUBLIC  
SERVICE COMMISSION**

**TARIFF C.S.-I.R.P.  
(Contract Service - Interruptible Power)**

**AVAILABILITY OF SERVICE.**

Available for service to customers who contract for service under the Company's Industrial General Service (I.G.S.) tariff. The Company reserves the right to limit the total contract capacity for all customers served under this Tariff to 75,000 kW.

Loads of new customers locating within the Company's service area or load expansions by existing customers may be offered interruptible service as part of an economic development incentive. Such interruptible service shall not be counted toward the limitation on total interruptible power contract capacity, as specified above, and will not result in a change to the limitation on total interruptible power contract capacity.

**CONDITIONS OF SERVICE.**

The Company will offer eligible customers the option to receive interruptible power service. This interruptible service will be consistent with PJM's Load Management Resource Product – Capacity Performance Demand Response requirement, hereafter referred to as the "PJM Demand Response Program", subject to any limitations on the availability of that Program by PJM. To be eligible for the credit, customers must be able to provide interruptible load (not including behind the meter diesel generation) of at least one (1) MW at a single site and commit to a minimum four (4) year contract term. The contract shall provide that 90 days prior to each contract anniversary date, the customer shall re-nominate the amount of interruptible load for the upcoming contract year, except that the cumulative reductions over the life of the contract shall not exceed 20% of the original interruptible load nominated under the contract. If no re-nomination is received at least 90 days prior to the contract anniversary date, the prior year's interruptible load shall apply for the forthcoming contract year.

Upon receipt of a request from the Customer for interruptible service, the Company will provide the Customer with a written addendum containing the rates and related terms and conditions of service under which such service will be provided by the Company. If the parties reach an agreement based upon the offer provided to the Customer by the Company, such written contract will be filed with the Commission. The contract shall provide full disclosure of all rates, terms and conditions of service under this Tariff, and any and all agreements related thereto, subject to the designation of the terms and conditions of the contract as confidential, as set forth herein.

The Customer shall provide reasonable evidence to the Company that the Customer's electric service can be interrupted in accordance with the provisions of the written agreement including, but not limited to, the specific steps to be taken and equipment to be curtailed upon a request for interruption.

The Customer shall contract for capacity sufficient to meet average maximum interruptible power requirements, but in no event will the interruptible amount contracted for be less than 1,000 KW at any delivery point.

The Company reserves the right to test and verify the customer's ability to curtail. Any such test or verification may require actual physical interruption or curtailment, to the extent such testing or interruption is required under PJM's Demand Response Program.

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.

Except as otherwise provided in the written agreement, the Company's Terms and Conditions of Service shall apply to service under this tariff.

(Cont'd on Sheet No. 12-2)

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)

**TARIFF C.S.-I.R.P.**  
**(Contract Service - Interruptible Power) (Cont'd.)**

**RATE.**

Credits under this tariff of \$3.68/kW/month will be provided for interruptible load that qualifies under PJM's Demand Response Program rules as capacity for the purpose of the Company's Fixed Resource Requirement (FRR) obligation. T  
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Tariff	Tariff Type	Tariff Code Description	Tariff Description
321	IR	CS-IRP SEC	IRP-IGS SECONDARY
330	IR	CS-IRP PR	IRP-IGS PRIMARY
331	IR	CS-IRP ST	IRP-IGS SUBTRANSMISSION
332	IR	CS-IRP TR	IRP-IGS TRANSMISSION

Charges for service under this Tariff will be set forth in the written agreement between the Company and the Customer and will reflect the firm service rates otherwise available to the Customer.

**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. 5
System Sales Clause	Sheet No. 19
Franchise Tariff	Sheet No. 20
Demand-Side Management	Sheet No. 22
Federal Tax Cut Tariff	Sheet No. 23
Kentucky Economic Development Surcharge	Sheet No. 24
Environmental Surcharge	Sheet No. 29
Capacity Charge	Sheet No. 30
School Tax	Sheet No. 33
Purchase Power Adjustment	Sheet No. 35
Decommissioning Rider	Sheet No. 38



**DELAYED PAYMENT CHARGE.**

This tariff is due and payable in full on or before the due date stated on the bill. On all accounts not so paid, an additional charge of 5% of the unpaid balance will be made.

(Cont'd on Sheet No. 12-3)

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**TARIFF C.S.-I.R.P.  
(Contract Service - Interruptible Power) (Cont'd.)**

**CONFIDENTIALITY.**

All terms and conditions of any written contract under this Tariff shall be protected from disclosure as confidential, proprietary trade secrets, if either the Customer or the Company requests a Commission determination of confidentiality pursuant to 807 KAR 5:001 Section 7 and the request is granted.

**SPECIAL TERMS AND CONDITIONS**

Except as otherwise provided in the written agreement, this Tariff is subject to the Company's Terms and Conditions of Service.

A Customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by the Customer. When the size of the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the Customer's system irrespective of contrary provisions in Terms and Conditions of Service.

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Customers with PURPA Section 210 qualifying cogeneration and/or small power production facilities shall take service under Tariff COGEN/SPP II or by special agreement with the Company.

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