

CANCELLED

January 16, 2024
KENTUCKY POWER COMPANY

**KENTUCKY PUBLIC
SERVICE COMMISSION**

P.S.C. KY. NO. 12 1st REVISED SHEET NO. 39-1
CANCELLING P.S.C. KY. NO. 12 ORIGINAL SHEET NO. 39-1

**TARIFF V.C.S.
(Voluntary Curtailment Service)**

This Rider provides the Customer with the opportunity to reduce their cost of electric service by curtailing usage during Voluntary Curtailment Events requested by the Company. Upon each event, the Customer shall have the option, but not the obligation, to curtail usage at their premises and be compensated by the Company as provided below.

AVAILABILITY OF SERVICE

The initial term of this tariff is two (2) years beginning January 28, 2022. Eligible customers must have a curtailable usage of not less than 1,000 kW at the metering point for a single account for electric service, have accounts that are current, and maintain satisfactory credit criteria as defined under the Company's Terms and Conditions under Deposits, Section D. All provisions of the applicable standard tariff for electric service will apply except as modified herein. Customers participating in a third-party demand response program and customers receiving service under special contracts, including COGEN/SPP contracts, are not eligible to participate under this Rider. Customers in this program are also subject to curtailments due to system emergencies in the same manner as all other firm service customers.

MONTHLY CHARGES AND CREDITS

Customer's net monthly bill for service provided under this Rider will be calculated in accordance with the Company's applicable rate schedule, with the exception that the Voluntary Curtailment Credit will be applied as a line item on the Customer's bill.

The Voluntary Curtailment Event Hours and the Voluntary Curtailment Price will be quoted to the Customer by no later than 5:00 p.m. ET of the day prior to the Event Day.

The Voluntary Curtailment Price will be based upon the Day-Ahead Market price of energy at the time of the Voluntary Curtailment Event, as determined in the Company's sole judgment, but not less than \$100 per MWh. The AEPKY_RESID_AGG LMP shall be used to develop the Voluntary Curtailment Price.

CONDITIONS OF SERVICE

1. The Company reserves the right to request a Voluntary Curtailment Event at any time at the Company's sole discretion. The Company will call no more than two (2) Voluntary Curtailment Events per day. The Events must be separated by at least one (1) non-event hour.
2. Customers must request enrollment in the program thirty (30) days before participating in a Voluntary Curtailment Event. A fully executed contract is required before a customer may participate in a Voluntary Curtailment Event.
3. The Company shall notify the Customer of a Voluntary Curtailment Event by e-mail, text or automated phone message. The Customer shall designate their representative(s) to receive said notifications.
4. 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.
5. The Customer shall not receive credit for any curtailment periods in which the Customer's usage is already reduced due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike, economic conditions or any event other than the Customer's normal operating conditions.
6. The Customer's participation in any Company capacity-based demand response program takes priority over this program. No credit shall be given under this program for hours that a customer is responsible for curtailing under another program. An interval meter is required for service under this Rider. The incremental cost of any special metering, communications or control equipment required for service under this Rider beyond that normally provided shall be borne by the Customer.

(Cont'd on Sheet 39-2)

DATE OF ISSUE: December 28, 2021
DATE EFFECTIVE: Service Rendered On And After January 28, 2022
ISSUED BY: /s/ Brian K. West
TITLE: Vice President, Regulatory & Finance
By Authority Of an Order of the Public Service Commission
In Case No. XXXX-XXXXX dated XXXX XX, XXXX

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



**EFFECTIVE
1/28/2022**
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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TARIFF V.C.S. (Cont'd)
(Voluntary Curtailment Service)

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CURTAILED DEMAND

For each Voluntary Curtailment Event, Curtailed Demand shall be defined as the difference between the Customer's Average On-Peak Demand and the maximum sixty (60)-minute integrated demand in kW during the Voluntary Curtailment Event. The Curtailed Demand so computed will not be less than zero (0).

The Company shall determine the Customer's Average On-Peak Demand in kW specified in a contract or contract addendum for service under this Rider. The Customer's Average On-Peak Demand will be reviewed annually. Annual, seasonal or monthly Average On-Peak Demands may be established based upon Customer's historic usage patterns. For the purpose of determining the Average On-Peak Demand, the on-peak period is defined as 7:00 a.m. to 11:00 p.m. ET for all weekdays, Monday through Friday.

VOLUNTARY CURTAILMENT CREDIT

For each Voluntary Curtailment Event, the Event Credit shall be the product of the Curtailed Demand, the number of Voluntary Curtailment Event Hours and the Voluntary Curtailment Price.

The Voluntary Curtailment Credit will be the sum of the Event Credits for the calendar month.

The Voluntary Curtailment Credit will be applied to the Customer's bill within forty-five (45) days after the end of the month in which the Voluntary Curtailment Event occurred.

The Voluntary Curtailment Credit applied to the Customer's bill for service 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 identity of this amount is preserved.

NON-COMPLIANCE PROVISION

There are no charges for non-compliance with a Voluntary Curtailment Event.

TERM

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



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