P.S.C. No. 15, Second Revision of Original Sheet No. 39 Canceling P.S.C. No. 15, First Revision Original Sheet No. 39

Standard Rate	DSK	
	Dark Sky Friendly	

#### **APPLICABLE**

In all territory served.

## **AVAILABILITY OF SERVICE**

To any customer in accordance with the special terms and conditions set forth herein.

# CHARACTER OF SERVICE

This rate schedule covers electric lighting service for the illumination of streets, driveways, yards, lots and other outdoor areas. Company will provide, own and maintain the lighting equipment, as hereinafter described, and will furnish the electrical energy to operate such equipment.

### RATES

Type Of Fixture And Pole	Lumen Output (Approximate)	Load/Light <u>In kW</u>	Monthly Rate Per Light
High Pressure Sodium			
DSK Lantern	4,000	.050	\$21.31
DSK Lantern	9,500	.100	\$22.22

## ADJUSTMENT CLAUSES

The bill amount computed at the charges specified above shall be increased or decreased in accordance with the following:

Fuel Adjustment Clause

Environmental Cost Recovery Surcharge

Sheet No. 87

Franchise Fee Rider

School Tax

Sheet No. 90

Sheet No. 91

# **DETERMINATION OF ENERGY CONSUMPTION**

The kilowatt-hours will be as set forth on Sheet No. 67 of this tariff.

CANCELLED

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KENTUCKY PUBLIC SERVICE COMMISSION

# SPECIAL TERMS AND CONDITIONS

- Based on lighting choice, Company will furnish and install the lighting unit complete with pole, mast arm (if applicable), control device, lamp, and fixture. All lighting units, poles and conductors shall be standard, stocked material and shall remain the property of Company. Company shall have access to the same for maintenance, inspection, and all other proper purposes.
- Customer will be responsible for ditching, back-filling, seeding, and/or repaving, as necessary, and provide, own, and maintain all conduit.
- 3. Charges listed under RATE are based on a normal installation whereby the Company will provide up to 200 feet of conductor per unit where Company has underground distribution facilities with secondary 120/240 voltage available. Company may provide runting ground lighting service in localities served through overhead facilities where \$EEX/GODE COMPANY SELON practicable to do so. Company may decline to install equipment and provide resolving in locations deemed by Company as unsuitable for underground installation to European the company will provide the company will provide the company will provide the company of the company of

TARIFF BRANCH

Date of Issue: February 17, 2012

Date Effective: With Bills Rendered On and After February 29, 2012

Issued By: Longie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

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

Issued by Authority of an Order of the KPSC in Case No. 2011-00231 dated January 31, 2012

Standard Rate

DSK

**Dark Sky Friendly** 

# SPECIAL TERMS AND CONDITIONS (continued)

facilities are required, Customer shall make a non-refundable cash advance equivalent to the installed cost of such excess facilities.

- 4. Company shall have the right to make other attachments and to further extend the conductors when necessary for the further extension of its electric service.
- 5. If any permit is required from municipal or other governmental authority with respect to the installation and use of any of the lighting units served hereunder, it will be the responsibility of Customer to obtain such permit.
- 6. All servicing and maintenance will be performed only during regular schedule working hours of Company. Customer shall be responsible for reporting outages and other operating faults, and Company will undertake to service the lighting equipment within two (2) business days after such notification by Customer.
- 7. Customer will exercise proper care to protect the property of Company on Customer's premises and, in the event of loss or damage to Company's property arising from the negligence of Customer, the cost of the necessary repair or replacement shall be paid by Customer. Company may decline to provide service or continue service in locations where, in Company's judgment, such equipment will be subject to unusual hazards or risk of damage.
- 8. Contracts for this service shall have a minimum fixed term of five (5) years, and shall continue from month to month after such minimum fixed term until terminated by either party giving thirty days notice to the other. Company shall have the right at any time to discontinue service for non-payment of bills or other causes as set forth in its Terms and Conditions.
- 9. Should Customer choose to terminate service prior to completion of the initial five (5) year term, and no other customer assumes the responsibility, Customer shall reimburse Company the cost associated with providing service under this tariff for installation plus removal less salvable material prorated over the remaining portion of the initial five (5) year term. Company may require this amount in a refundable deposit from Customer.
- 10. If Customer requests the removal of an existing lighting unit(s), pole(s), or supporting facilities, that were in service for less than twenty (20) years, and then requests the installation of new lighting within two (2) years of removal, Customer will reimburse Company the cost associated with providing service to the original lighting for installation plus removal less salvable material prorated over the twenty (20) year term remaining at the time of removal.

11. Upon permanent discontinuance of service, lighting units and other equipment associated with providing service under this tariff, except underground facilities, will be removed KENTUCKY

### TERMS AND CONDITIONS

Service will be furnished under Company's Terms and Conditions applicable Hereigness Pas noted above.

PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN

TARIFF BRANCH

Date of Issue: September 24, 2010

Date Effective: With Bills Rendered On and After October 28, 2010-

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Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Wentucky

10/28/2010

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

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