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GREEN SOURCE ADVANTAGE (GSA) RATE GSA

AVAILABILITY

This Green Source Advantage Program ("GSA Program" or "Program") is available at the Company's option to nonresidential customers meeting the eligibility criteria specified herein and receiving concurrent service on another rate schedule, excluding service under outdoor lighting schedules, who elect to direct the Company to procure renewable energy on the Customer's behalf pursuant to the terms of the GSA Program, as approved by the Kentucky Public Service Commission ("Commission" or "KYPSC"). Eligibility for the Program is limited to nonresidential customers with a minimum Maximum Annual Demand of 1,000 kW or a minimum aggregated Maximum Annual Demand at multiple Kentucky service locations of 5,000 kW (collectively, "Eligible GSA Customer" or "Customer").

Service hereunder is provided for the sole and exclusive benefit of the Customer, and nothing herein or (N) in the service agreement executed hereunder is intended to benefit any third party or to impose any (N) obligation on the Company to any such third party. Renewable energy purchased under this rate is not (N) (N) intended for delivery directly to Customer.

(N) Service under this tariff schedule shall require a written agreement between the Customer and the (N) Company specifying the details of the service provided. All GSA Facilities, defined below, in the Duke (N) Energy Kentucky service area shall comply with the connection requirements in the Company's Electric (N) Service Regulations, Section III and Section IV, Customer's and Company's Installations respectively. (N)

GSA FACILITIES

The Program allows Eligible GSA Customers to request renewable energy and allows the Customer to obtain the renewable energy certificates ("RECs") generated by a GSA Facility or portfolio of GSA Facilities ("GSA Facility(ies)"). A GSA Facility must be a share of a new renewable energy facility located with PJM. Renewable energy supply will be dedicated to participants and sold into PJM. market.

Customers seeking to participate in the Program shall request either (1) Duke Energy Kentucky identify and propose a facility or (2) identify and propose to the Company a GSA Facility developed by a renewable energy supplier. The Customer will negotiate price terms directly with Company. As described below, the owner of the renewable facility shall transfer RECs directly to the Customer through a separate contractual arrangement. (N)

TERM OF SERVICE

Service under this rate schedule shall be for up to twenty (20) years from the commencement of service (N) and shall continue thereafter until terminated by either Company or Customer as specified in the service (N) agreement. Upon early termination of service under this schedule, the Customer shall pay an amount (N) (N) to Company as specified in the GSA Service Agreement.



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APPLICATION PROCESS AND GSA SERVICE AGREEMENT

To participate in the GSA Program, a Customer must submit an application to the Company during a (N) GSA Program enrollment window, as described on the Company's Program website, identifying an (N) annual amount of renewable capacity to be developed on behalf of Customer. The Customer may apply (N) for renewable generation capacity up to 125% of the Customer's aggregate Maximum Annual Demand (N) for eligible Customer service location(s) within the Duke Energy Kentucky service territory. The (N) Maximum Annual Demand shall be the sum of each locations kilowatts derived from the Company's (N) demand meter for the fifteen minute period of greatest use adjusted for power factor as provided in each (N) locations applicable tariff sheet. (N)

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The application shall identify the requested contract term for the Customer's enrollment in the Program which may be up to twenty (20) years. All Customer applications shall be accompanied by the payment of a \$2,000 nonrefundable application fee. Program reservations will be accepted on a "first-come-first-served" basis based upon the date and time of receipt of the Customer's completed application. Subsequent applications will be held until earlier applications are resolved. The \$2,000 application fee will be refunded to the Customer only in the event the Customer's application is rejected due to insufficient available renewable energy capacity.

The GSA Service Agreement shall include the general terms and conditions applicable under this Rate and shall specify the rates and charges applicable under the GSA Program for the contract term. The Customer must execute and return the GSA Service Agreement within 30 days of delivery by the Company. Failure of the Customer to timely execute and return the GSA Service Agreement will result in termination of the Customer's application and any GSA capacity reservation, which would then require the Customer to start the Program enrollment process anew in order to participate in the Program.

RENEWABLE ENERGY CREDITS (RECS)

The GSA Facility must register with a REC tracking system to facilitate the issuance of RECs and transfer the applicable share of RECs to the Customer pursuant to the GSA Service Agreement. The GSA Service Agreement shall include an attestation by the Customer that the RECs generated by the designated GSA Facility will be transferred to a designated tracking account identified by the GSA Customer. The renewable facility owner shall be solely responsible for procuring, delivering, and transferring RECs to the Customer.

NET MONTHLY BILL

An amount computed under the GSA Customer's(s') primary rate schedule including applicable riders plus the sum of the (1) the GSA Product Charge, (2) the GSA Bill Credit, and (3) the GSA Administrative Charge.

 GSA Product Charge – The GSA Product Charge shall be equal to the negotiated price (\$/kWh). The monthly GSA Product Charge shall be determined by multiplying the Negotiated Price times the energy produced by the GSA Facility during the billing period. These funds will be collected by Company and distributed to the renewable energy facility owner.



NET MONTHLY BILL (Contd.)

- 2. GSA Bill Credit The GSA Bill Credit is the sum of all PJM credits and charges received by the GSA Facility owner.
- 3. GSA Monthly Administrative Charge will be \$375 per bill.

LATE PAYMENT CHARGE

Payment of the Net Monthly Bill must be received in the Company's office within twenty-one (21) days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly Bill, which is the Net Monthly Bill plus 5%, is due and payable.

GENERAL PROVISIONS

The Company:

- (1) shall not be liable to the Customer in the event that a GSA Facility fails to produce energy as projected by Customer or Company or as otherwise consistent with the Customer's expectations and
- (2) shall have no obligation under any circumstance to supply RECs to the Customer not produced by the GSA Facility's operation and
- (3) shall require Customer to provide proof annually of financial security provisions such as the posting of a bond or letter of credit requirement as outlined in the GSA Service Agreement to protect Company against early termination risk associated with Customer business continuity.

SPECIAL TERMS AND CONDITIONS

The provision of renewable generation for Customer is dependent upon the following terms and conditions:

- 1. The GSA Customer shall enter into a written service agreement with the Company. Such contract shall set forth any specific arrangements between the parties based on the individual circumstances so involved.
- 2. GSA Facility owner shall meter 100% of generation output consistent with PJM capacity and energy market requirements.
- All environmental attributes, including but not limited to "renewable energy certificates" (RECs), "renewable energy credits" or "green tags", associated with the renewable generation system shall be conveyed to Customer for the life of the GSA Service Agreement.
- 4. In the event that a GSA facility is located within the Company's distribution system the company reserves the right to ensure the distribution is not negatively impacted.
- 5. Upon termination of participation under this Rate, Customer will continue to receive bill adjustments for Customer's generation share recorded prior to termination that has not already been applied to Customer's bill.

SERVICE REGULATIONS

The supplying and billing for service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company's Service Regulations currently in effect, as filed with the Kentucky Public Service Commission.



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