

## CUSTOMER NOTICE OF RATE ADJUSTMENT

Notice is hereby given that, in a May 30, 2025 Application, Louisville Gas and Electric Company is seeking approval by the Kentucky Public Service Commission, Frankfort, Kentucky of an adjustment of electric and gas rates and charges proposed to become effective on and after July 1, 2025.

### LG&E CURRENT AND PROPOSED ELECTRIC RATES

#### Residential Service - Rate RS

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Basic Service Charge per Day:	\$0.45	\$0.52
Plus an Energy Charge per kWh:		
Infrastructure	\$0.07161	\$0.07989
Variable	\$0.03677	\$0.03878
Total	\$0.10838	\$0.11867

#### Residential Time-of-Day Energy Service - Rate RTOD-Energy

**Availability:**

**Current**

Available as an option to Customers otherwise served under Rate RS.

1. Service under this rate schedule is limited to a maximum of five hundred (500) Customers taking service on Rates RTOD-Energy and RTOD-Demand combined that are eligible for Rate RS. Company will accept Customers on a first-come-first-served basis.
2. This service is also available to Customers on Rate GS (where the Rate GS service is used in conjunction with a Rate RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
  - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises,
  - b) natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises.
3. A Customer electing to take service under this rate schedule who subsequently elects to take service under Rate RS may not be allowed to return to this optional rate for twelve (12) months from the date of exiting this rate schedule.

**Proposed**

This optional rate is available to Customers who qualify for service under Rate RS and have an electric AMI meter.

1. Service under this rate schedule is limited to a maximum of five hundred (500) Customers taking service on Rates RTOD-Energy and RTOD-Demand combined that are eligible for Rate RS. Company will accept Customers on a first-come-first-served basis.
2. This service is also available to Customers eligible for Standard Rate GS (where the Rate GS service is used in conjunction with a Rate RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
  - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer's premises,
  - b) natural gas vehicles refueled through an electric-powered refueling appliance at Customer's premises.
3. A Customer electing to take service under this rate schedule who subsequently elects to take service under

Rate RS may not be allowed to return to this optional rate for twelve (12) months from the date of exiting this rate schedule.

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Basic Service Charge per Day:	\$0.45	\$0.52
Plus an Energy Charge per kWh:		
Off-Peak Hours		
Off-Peak Hours (Infrastructure):	\$0.05121	\$0.05710
Off-Peak Hours (Variable):	\$0.03677	\$0.03878
Off-Peak Hours (Total):	\$0.08798	\$0.09588
On-Peak Hours		
On-Peak Hours (Infrastructure):	\$0.14796	\$0.16497
On-Peak Hours (Variable):	\$0.03677	\$0.03878
On-Peak Hours (Total):	\$0.18473	\$0.20375

**Residential Time-of-Day Demand Service - Rate RTOD-Demand**

**Availability:**

**Current**

Available as an option to Customers otherwise served under Rate RS.

1. Service under this rate schedule is limited to a maximum of five hundred (500) Customers taking service on Rates RTOD-Energy and RTOD-Demand combined that are eligible for Rate RS. Company will accept Customers on a first-come-first-served basis.
2. This service is also available to Customers on Rate GS (where the Rate GS service is used in conjunction with a Rate RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
  - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer’s premises,
  - b) natural gas vehicles refueled through an electric-powered refueling appliance at Customer’s premises.
3. A Customer electing to take service under this rate schedule who subsequently elects to take service under Rate RS may not be allowed to return to this optional rate for twelve (12) months from the date of exiting this rate schedule.

**Proposed**

This optional rate is available to Customers who qualify for service under Rate RS and have an electric AMI meter.

1. Service under this rate schedule is limited to a maximum of five hundred (500) Customers taking service on Rates RTOD-Energy and RTOD-Demand combined that are eligible for Rate RS. Company will accept Customers on a first-come-first-served basis.
2. This service is also available to Customers eligible for Standard Rate GS (where the Rate GS service is used in conjunction with a Rate RS service to provide service to a detached garage and energy usage is no more than 300 kWh per month) who demonstrate power delivered to such detached garage is consumed, in part, for the powering of low emission vehicles licensed for operation on public streets or highways. Such vehicles include:
  - a) battery electric vehicles or plug-in hybrid electric vehicles recharged through a charging outlet at Customer’s premises,
  - b) natural gas vehicles refueled through an electric-powered refueling appliance at Customer’s premises.
3. A Customer electing to take service under this rate schedule who subsequently elects to take service under Rate RS may not be allowed to return to this optional rate for twelve (12) months from the date of exiting this rate schedule.

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Basic Service Charge per Day:	\$ 0.45	\$0.52
Plus an Energy Charge per kWh (Infrastructure):	\$ 0.02329	\$0.02597
Plus an Energy Charge per kWh (Variable):	\$ 0.03677	\$0.03878
Plus an Energy Charge per kWh (Total):	\$ 0.06006	\$0.06475
Plus a Demand Charge per kW:		
Base Hours	\$ 4.18	\$4.66
Peak Hours	\$ 9.16	\$10.21

**Volunteer Fire Department Service - Rate VFD****Availability:****Current**

Available for single-phase delivery, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. Service under this rate schedule is at the option of Customer with Customer determining whether service will be provided under this schedule or any other schedule applicable to this load.

**Proposed**

Available for single-phase delivery, in accordance with the provisions of KRS 278.172, to any volunteer fire department qualifying for aid under KRS 95A.262. Service under this rate schedule is at the option of Customer.

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Basic Service Charge per Day:	\$0.45	\$0.52
Plus an Energy Charge per kWh:		
Infrastructure	\$0.07161	\$0.07989
Variable	\$0.03677	\$0.03878
Total	\$0.10838	\$0.11867

**General Service - Rate GS****Grandfathering Status:**

The Company proposes to remove grandfathered status from grandfathered customers that meet the availability requirements of rate schedule GS on the date new rates go into effect.

**Rate:**

	<u>Current</u>	<u>Proposed</u>
<b>Single Phase</b>		
Basic Service Charge per Day:	\$1.16	\$1.28
Plus an Energy Charge per kWh		
Infrastructure	\$0.08934	\$0.09578
Variable	\$0.03772	\$0.03893
Total	\$0.12706	\$0.13471
<b>Three Phase</b>		
Basic Service Charge per Day:	\$1.85	\$2.04
Plus an Energy Charge per kWh		
Infrastructure	\$0.08934	\$0.09578
Variable	\$0.03772	\$0.03893
Total	\$0.12706	\$0.13471

**General Time-of-Day Energy Service – Rate GTOD-Energy****Availability:****Current**

Available to GS Customers participating in the Demand-Side Management (“DSM”) program titled Non-Residential Advanced Metering Systems Incentive on Sheet No. 86.6.

A Customer electing to take service under this rate schedule who subsequently elects to take service under the standard rate GS will not be allowed to return to this rate for 12 months from the date of exiting this rate schedule.

**Proposed**

Service under this optional rate schedule is limited to a maximum of five-hundred (500) Customers taking service on Rates GTOD-Demand and GTOD-Energy combined that are eligible for Rate GS and have an electric AMI meter. Company will accept Customers on a first-come-first-served basis.

A Customer electing to take service under this rate schedule who subsequently elects to take service under the standard rate GS will not be allowed to return to this rate for 12 months from the date of exiting this rate schedule.

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Basic Service Charge per Day (Single-Phase):	\$ 1.16	\$1.28
Basic Service Charge per Day (Three-Phase):	\$ 1.85	\$2.04
Plus an Energy Charge per kWh:		
Off-Peak Hours		
Off-Peak Hours (Infrastructure):	\$ 0.05043	\$0.05406
Off-Peak Hours (Variable):	\$ 0.03772	\$0.03893
Off-Peak Hours (Total):	\$ 0.08815	\$0.09299
On-Peak Hours		
On-Peak Hours (Infrastructure):	\$ 0.21655	\$0.23216
On-Peak Hours (Variable):	\$ 0.03772	\$0.03893
On-Peak Hours (Total):	\$ 0.25427	\$0.27109

**General Time-of-Day Demand Service – Rate GTOD-Demand**

**Availability:**

**Current**

Available to GS Customers participating in the Demand-Side Management (“DSM”) program titled Non-Residential Advanced Metering Systems Incentive on Sheet No. 86.6.

A Customer electing to take service under this rate schedule who subsequently elects to take service under the standard rate GS will not be allowed to return to this rate for 12 months from the date of exiting this rate schedule.

**Proposed**

Service under this rate schedule is limited to a maximum of five-hundred (500) Customers taking service on Rates GTOD-Demand and GTOD-Energy combined that are eligible for Rate GS. Company will accept Customers on a first-come-first-served basis.

A Customer electing to take service under this rate schedule who subsequently elects to take service under the standard rate GS will not be allowed to return to this rate for 12 months from the date of exiting this rate schedule.

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Basic Service Charge per Day (Single-Phase):	\$ 1.16	\$1.28
Basic Service Charge per Day (Three-Phase):	\$ 1.85	\$2.04
Plus an Energy Charge per kWh (Infrastructure):	\$ 0.02932	\$0.03143

Plus an Energy Charge per kWh (Variable):	\$ 0.03772	\$0.03893
Plus an Energy Charge per kWh (Total):	\$ 0.06704	\$0.07036
Plus a Demand Charge per kW:		
Base Hours	\$ 5.37	\$5.76
Peak Hours	\$ 11.75	\$12.60

**Power Service – Rate PS**

**Grandfathering Status:**

The Company proposes to remove grandfathered status from grandfathered customers that meet the availability requirements of rate schedule PS on the date new rates go into effect.

**Rate:**

**Current**

	Secondary	Primary
Basic Service Charge per day:	\$2.95	\$7.89
Plus an Energy Charge per kWh:	\$0.03874	\$0.03791
Plus a Demand Charge per kW:		
Summer Rate:		
(Five Billing Periods of May through September)	\$28.41	\$24.98
Winter Rate:		
(All other months)	\$25.12	\$21.86

Where the monthly billing demand is the greater of:

- a. the maximum measured load in the current billing period but not less than 50 kW for secondary service or 25 kW for primary service, or
- b. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, or
- c. if applicable, a minimum of 60% of the contract capacity based on the maximum expected load on the system or on facilities specified by Customer.

**Proposed**

	Secondary	Primary
Basic Service Charge per day:	\$3.01	\$8.38
Energy Charge per kWh:	\$0.03891	\$0.03807
Maximum Load Charge per kVA:		
Peak Demand Period:	\$12.42	\$12.09
Intermediate Demand Period:	\$9.63	\$9.11
Base Demand Period:	\$4.67	\$2.63

Where:

the monthly billing demand for the Peak and Intermediate Demand Periods is the greater of:

1. the maximum measured load in the current billing period, or
2. a minimum of 50% of the highest measured load in the preceding eleven (11) monthly billing periods, and

the monthly billing demand for the Base Demand Period is the greater of:

1. the maximum measured load in the current billing period but not less than 50 kVA for secondary service or 25 kVA for primary service, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. the contract capacity based on the maximum load expected on the system or on facilities specified by Customer

**Determination of Maximum Load:**

**Current**

The load will be measured and will be the average kW demand delivered to the Customer during the 15-minute

period of maximum use during the month.

Company reserves the right to place a kVA meter and base the billing demand on the measured kVA. The charge will be computed on the measured kVA times ninety (90) percent of the applicable kW charge.

In lieu of placing a kVA meter, Company may adjust the measured maximum load for billing purposes when the power factor is less than ninety (90) percent in accordance with the following formula: (based on power factor measured at the time of maximum load)

$$\text{Adjusted Maximum kW Load for Billing Purposes} = \frac{\text{Maximum kW Load Measured} \times 90\%}{\text{Power Factor (in Percent)}}$$

**Proposed**

The load will be measured and will be the average kVA demand delivered to the Customer during the 15-minute period of maximum use during the month.

**New - Rating Periods:**

The rating periods applicable to the Maximum Load charges are established in Eastern Standard Time year-round by season for weekdays and weekends throughout Company’s service area, and shall be as follows:

Summer peak months of May through September

	Base	Intermediate	Peak
Weekdays	All Hours	10 AM - 10 PM	1 PM - 7 PM
Weekends	All Hours		

All other months of October through April

	Base	Intermediate	Peak
Weekdays	All Hours	6 AM - 10 PM	6 AM - 12 PM
Weekends	All Hours		

If a legal holiday falls on a weekday, it will be considered a weekday.

**Term of Contract:**

**Current**

Contracts under this rate may be required for an initial term of one (1) year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

**Proposed**

For new service initiated on or after January 1, 2026, contracts under this rate will be required for an initial term of one (1) year, remaining in effect from month to month thereafter until terminated by notice of either party to the other.

**Time-of-Day Secondary Service Rate TODS**

**Availability:**

**Current**

Available for secondary service to Customers whose twelve (12)-month-average monthly minimum loads exceed 250 kVA and whose twelve (12)-month-average monthly maximum loads do not exceed 5,000 kVA.

**Proposed**

Available for secondary service to Customers whose twelve (12)-month-average monthly maximum loads exceed 250 kVA and whose twelve (12)-month-average monthly maximum loads do not exceed 5,000 kVA.

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Basic Service Charge per Day	\$6.58	\$6.58
Plus an Energy Charge per kWh	\$0.03470	\$0.03885
Plus a Maximum Load Charge per kVA per month		
Peak Demand Period	\$10.01	\$10.51
Intermediate Demand Period	\$7.79	\$8.17
Base Demand Period	\$3.76	\$3.95

### Time-of-Day Primary Service Rate TODP

**Availability:**

**Current**

Available for primary service to Customers whose twelve (12)-month-average monthly minimum demands exceeding 250 kVA, and whose new or additional load receives any required approval of Company's transmission operator.

**Proposed**

Available for primary service to Customers whose twelve (12)-month-average monthly maximum demands exceeding 250 kVA, and whose new or additional load receives any required approval of Company's transmission operator.

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Basic Service Charge per Day	\$ 10.84	\$ 13.23
Plus an Energy Charge per kWh	\$ 0.03174	\$ 0.03797
Plus a Maximum Load Charge per kVA per month		
Peak Demand Period	\$ 10.03	\$ 9.94
Intermediate Demand Period	\$ 7.74	\$ 7.69
Base Demand Period	\$ 2.45	\$ 2.45

### Retail Transmission Service - Rate RTS

**Availability:**

**Current**

Available for transmission service to any Customer: (1) who has a twelve (12)-month-average monthly minimum demand exceeding 250 kVA; and (2) whose new or additional load receives any required approval of Company's transmission operator.

**Proposed**

Available for transmission service to any Customer: (1) who has a twelve (12)-month-average monthly maximum demand exceeding 250 kVA; (2) whose new or additional load receives any required approval of Company's transmission operator; and (3) who is not eligible for Rate EHLF.

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Basic Service Charge per Day	\$49.28	\$63.54
Plus an Energy Charge per kWh	\$0.03137	\$0.03721
Plus a Maximum Load Charge per kVA per month		
Peak Demand Period	\$9.59	\$9.32
Intermediate Demand Period	\$7.41	\$7.19
Base Demand Period	\$1.93	\$1.93

### New - Extremely High Load Factor Service EHLF

**Applicable:**

In all territory served.

**Availability:**

Available for Customers: 1) with a contract capacity greater than 100 MVA, and 2) an expected average monthly load factor above 85%.

The terms and conditions of service under this schedule shall apply upon a request for service by an eligible Customer but service to Customers under this schedule will not commence until the Company has sufficient capacity to meet the contractual load requirements.

Customer’s initial contract term, load ramp, load ramp period, contract capacity, and other terms of service will be prescribed in the Electric Service Agreement executed between Company and Customer.

**Rate:**

Basic Service Charge per day: \$63.54

Energy Charge per kWh: \$0.03721

Maximum Load Charge per kVA: \$18.44

**Where:**

the monthly billing demand for the Maximum Load Charge is the greater of:

1. the maximum measured load in the current billing period, or
2. the highest measured load in the preceding eleven (11) monthly billing periods, or
3. 80% of the contract capacity based on the maximum load expected on the system or on facilities specified by Customer.

**Adjustment Clauses:**

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Retired Asset Recovery	Sheet No. 89
Renewable Power Purchase Agreement Adjustment Clause	Sheet No. 90
Franchise Fee	Sheet No. 91
School Tax	Sheet No. 92

**Determination of Maximum Load:**

The load will be measured and will be the average kVA demand delivered to Customer during the 15-minute period of maximum use each month.

**Due Date of Bill:**

Customer's payment will be due within sixteen (16) business days (no less than twenty-two (22) calendar days) from the date of the bill.

**Late Payment Charge:**

If full payment is not received by the due date of the bill, a 1% late payment charge will be assessed on the current month’s charges.

**Term of Contract:**

Contracts under this rate schedule shall be made for an Initial Contract Term of not less than fifteen (15) years.

Monthly billing will begin 30 days after the stated start date provided by the customer within the Electric Service Agreement whether or not electricity is being provided at that time.

Either party shall give at least 60 months advance written notice to the other party of its intention to discontinue service under the terms of this rate schedule. Such notice shall not reduce the Initial Contract Term except as provided for in the Exit Fee provision.

**Changes to Contract Capacity:**

Customer must provide Company 60 months advance written notice of a reduction of contract capacity after the first five (5) years of the Initial Contract Term, and such reduction of capacity will be subject to payment of a Capacity Reduction Fee and 60 months. The Capacity Reduction Fee shall be due and payable to the Company upon the effective date of the capacity reduction. The Capacity Reduction Fee shall be calculated as the nominal value of the remaining minimum non-fuel revenue change from the original contract capacity over the remaining term.

**Termination of Contract:**

If Customer provides the required 60 months advance notice of termination prior to expiration of the Initial Contract term, Customer will be subject to payment of an Exit Fee. The Exit Fee shall be due and payable to the Company upon the effective date of the contract termination. The Exit Fee shall be calculated as the nominal value of the remaining minimum non-fuel revenue over the remaining term.

**Collateral Requirements:**

Customer or its guarantor shall provide collateral in the form of cash or Letter of Credit equal to 24 months of the minimum billed amounts at the largest contract capacity value. If Customer or its guarantor has an S&P Credit Rating of at least A and a Moody's Credit Rating of at least A2 with cash and cash equivalents on its audited balance sheet of at least 10 times the collateral requirement, Customer or its guarantor shall provide cash or a Letter of Credit equal to 12 months of the annual minimum billed amounts at the largest contract capacity value. The collateral requirement is due at the signing of the Electric Service Agreement. If Company becomes aware of an adverse change to Customer's or its guarantor's creditworthiness, Customer or its guarantor shall provide Company the increased collateral requirement due within three business days after written notice.

"Credit Rating" is Customer's or its guarantor's senior unsecured long-term debt rating (not supported by third-party credit enhancements) assigned by S&P and Moody's, or, if unavailable, Customer's or its guarantor's issuer credit rating assigned by S&P and Moody's.

"Letter of Credit" is an irrevocable, non-transferable, standby letter of credit issued by a Qualified Institution other than Customer or its guarantor or any affiliate of Customer or its guarantor in form and content reasonably acceptable to Company. All costs related to any Letter of Credit shall be borne by Customer.

"Qualified Institution" shall mean a major U.S. commercial bank or foreign bank with a U.S. branch office having an asset base of at least \$10 billion, with such bank having a credit rating of at least "A-" by S&P and "A3" by Moody's.

**Terms and Conditions:**

Service will be furnished under Company's Terms and Conditions applicable hereto.

**Fluctuating Load Service Rate FLS**

**Rate:**

**Primary Service**

**Current**

**Proposed**

Basic Service Charge per Day	\$10.84	\$13.98
Plus an Energy Charge per kWh	\$0.03668	\$0.04351
Plus a Maximum Load Charge per kVA per month		
Peak Demand Period	\$9.57	\$9.33
Intermediate Demand Period	\$7.33	\$7.14
Base Demand Period	\$2.32	\$2.32
<b>Transmission Service</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Basic Service Charge per Day	\$49.28	\$63.54
Plus an Energy Charge per kWh	\$0.03615	\$0.04288
Plus a Maximum Load Charge per kVA per month		
Peak Demand Period	\$9.18	\$8.95
Intermediate Demand Period	\$6.99	\$6.81
Base Demand Period	\$1.67	\$1.67

**Lighting Service - Rate LS**

**Availability:**

**Current**

Available under the conditions set out hereinafter for lighting applications such as, but not limited to, the illumination of streets, driveways, yards, lots, and other outdoor areas where secondary voltage of 120/240 is available.

Service will be provided under written contract, signed by Customer prior to service commencing, when additional facilities are required, when the installation includes new underground-fed lights, when the installation includes three (3) or more overhead-fed lights, or when Customer requests conversion to LED.

**Proposed**

Available under the conditions set out hereinafter for lighting applications such as, but not limited to, the illumination of streets, driveways, yards, lots, and other outdoor areas where secondary voltage of 120/240 is available.

	<b><u>Rate Per Light Per Month</u></b>	
	<b><u>Current</u></b>	<b><u>Proposed</u></b>
<b>OVERHEAD SERVICE</b>		
<b><i>Light Emitting Diode (LED)</i></b>		
490 Cobra Head, 5.5K-8.2K Lumen Range Fixture Only	\$10.47	\$12.70
491 Cobra Head, 13K-16.5K Lumen Range Fixture Only	\$12.57	\$14.92
492 Cobra Head, 22K-29K Lumen Range Fixture Only	\$16.30	\$18.54
493 Open Bottom, 4.5K-6K Lumen Range Fixture Only	\$ 9.45	\$11.29
LC1 Cobra Head, 2.5K-4K Lumen Range Fixture Only	\$ 9.51	\$11.15
LC3 Cobra Head, 4K-6K Lumen Range Fixture Only	\$10.39	\$11.51
LF1 Directional, 4.5K-6K Lumen Range Fixture Only	\$12.48	\$14.05
LF2 Directional, 14K-17.5K Lumen Range Fixture Only	\$14.49	\$16.17
LF3 Directional, 22K-28K Lumen Range Fixture Only	\$17.02	\$18.92
LF4 Directional, 35K-50K Lumen Range Fixture Only	\$24.08	\$26.32
<b><i>Wood Pole</i></b>		
PL6 Wood Pole	\$7.08	\$8.82

	<b><u>Rate Per Light Per Month</u></b>	
	<b><u>Current</u></b>	<b><u>Proposed</u></b>
<b>UNDERGROUND SERVICE</b>		
<b><i>Light Emitting Diode (LED)</i></b>		
LC2 Cobra Head, 2.5K-4K Lumen Range Fixture Only	\$ 4.83	\$4.81
LC4 Cobra Head, 4K-K Lumen Range Fixture Only	\$ 5.68	\$5.17
496 Cobra Head, 5.5K-8.2K Lumen Range Fixture Only	\$ 5.79	\$6.36
497 Cobra Head, 13K-16.5K Lumen Range Fixture Only	\$ 7.90	\$8.59

498 Cobra Head, 22K-29K Lumen Range Fixture Only	\$11.63	\$12.20
499 Colonial, 4-Sided, 4K-7K Lumen Range Fixture Only	\$ 7.12	\$8.41
LA1 Acorn, 4K-7K Lumen Range Fixture Only	\$ 7.60	\$7.89
LN1 Contemporary, 4K-7K Lumen Range Fixture Only	\$ 7.49	\$3.26
LN2 Contemporary, 8K-11K Lumen Range Fixture Only	\$ 8.91	\$9.75
LN3 Contemporary, 13.5K-16.5K Lumen Range Fixture Only	\$10.92	\$11.75
LN4 Contemporary, 21K-28K Lumen Range Fixture Only	\$15.63	\$17.17
LN5 Contemporary, 45K-50K Lumen Range Fixture Only	\$21.67	\$22.77
LF5 Directional, 4.5K-6K Lumen Range Fixture Only	\$ 8.85	\$9.31
LF6 Directional, 14K-17.5K Lumen Range Fixture Only	\$10.85	\$11.43
LF7 Directional, 22K-28K Lumen Range Fixture Only	\$13.39	\$14.17
LF8 Directional, 35K-50K Lumen Range Fixture Only	\$20.44	\$21.58
LV1 Victorian, 4K-7K Lumen Range Fixture Only	\$26.32	\$26.55
LL1 London, 4K-7K Lumen Range Fixture Only	\$28.54	\$28.29
<b><i>Pole Charges</i></b>		
PL1 Cobra	\$26.20	\$38.18
PL2 Contemporary (Short)	\$17.69	\$21.74
PL3 Contemporary (Tall)	\$22.82	\$29.15
PL4 Post-Top – Decorative Smooth	\$15.72	\$19.07
PL5 Post-Top – Historic Fluted	\$19.35	\$24.73

### **Conversion Fee**

#### **Current**

Customer will be required to pay either a one-time conversion fee or a monthly conversion fee for 60 months if Customer requests to change current functioning non-LED fixture to an LED fixture. This conversion fee represents the remaining book value of the current working non-LED fixture.

One-Time Conversion Fee	\$260.00
Monthly Conversion Fee:	\$ 4.62 per month for 60 months

#### **Proposed**

Customer must choose to pay either a one-time conversion fee or a monthly conversion fee for 60 months if Customer requests to change current functioning non-LED fixture to an LED fixture.

One-Time Conversion Fee	\$260.00
Monthly Conversion Fee:	\$4.62 per month for 60 months

### **Term of Contract**

#### **Current**

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required, when the installation includes new underground-fed lights, when the installation includes three (3) or more overhead-fed lights, or when Customer requests conversion to LED. Cancellation by Customer prior to the initial five (5) year term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

#### **Proposed**

For a fixed term of not less than five (5) years and for such time thereafter until terminated by either party giving thirty (30) days prior written notice to the other when additional facilities are required, when the installation includes new underground-fed lights, when the installation includes three (3) or more overhead-fed lights, or when Customer requests conversion to LED. Cancellation by Customer prior to the initial five (5) year term will require Customer to pay to Company a lump sum equal to the monthly charge times the number of months remaining on the original five (5) year term.

Service will be provided under written contract, signed by Customer prior to service commencing, when additional facilities are required, when the installation includes new underground-fed lights, when the installation includes three (3) or more overhead-fed lights, or when Customer requests conversion to LED.

**Terms and Conditions:**

**Current**

6. If Customer requests the removal of an existing Restricted Lighting Service (RLS) lighting system, Customer may be required to pay Conversion Fee if Customer requests installation of LED replacement within five (5) years of the removal.

**Proposed**

6. If Customer requests the removal of an existing Restricted Lighting Service (RLS) lighting system, Customer will be required to pay Conversion Fee if Customer requests installation of LED replacement within five (5) years of the removal.

**Restricted Lighting Service – Rate RLS**

<b>OVERHEAD SERVICE</b>	<b><u>Rate Per Light Per Month</u></b>	
	<b><u>Current</u></b>	<b><u>Proposed</u></b>
<b><i>Mercury Vapor</i></b>		
252 Cobra/Open Bottom 8000L Fixture Only	\$12.22	\$13.04
203 Cobra Head 13000 Lumen Fixture Only	\$13.94	\$14.87
204 Cobra Head 25000 Lumen Fixture Only	\$17.19	\$18.34
209 Cobra Head 60000 Lumen Fixture Only	\$35.05	\$37.39
207 Directional 25000 Lumen Fixture Only	\$19.42	\$20.72
210 Directional 60000 Lumen Fixture Only	\$36.35	\$38.78
201 Open Bottom 4000 Lumen Fixture Only	\$10.48	\$11.18
<b><i>Metal Halide</i></b>		
470 Directional, 12000 Lumen Fixture Only	\$16.68	\$17.79
471 Directional, 12000 Lumen Fixture & Wood Pole	\$19.56	\$20.87
474 Directional, 32000 Lumen Fixture & Wood Pole	\$25.50	\$27.20
475 Directional, 32000 Lumen Fixture & Metal Pole	\$33.51	\$35.75
476 Directional, 107800 Lumen Fixture Only	\$48.60	\$51.85
477 Directional, 107800 Lumen Fixture & Wood Pole	\$52.03	\$55.51
473 Directional, 32000 Lumen Fixture Only	\$23.04	\$24.58
<b><i>High Pressure Sodium</i></b>		
452 Cobra Head, 16000 Lumen Fixture Only	\$16.12	\$17.20
453 Cobra Head, 28500 Lumen Fixture Only	\$18.88	\$20.14
454 Cobra Head, 50000 Lumen Fixture Only	\$21.67	\$23.12
455 Directional, 16000 Lumen Fixture Only	\$17.15	\$18.30
456 Directional, 50000 Lumen Fixture Only	\$22.56	\$24.07
457 Open Bottom, 9500 Lumen Fixture Only	\$14.37	\$15.33
<b>UNDERGROUND SERVICE</b>	<b><u>Rate Per Light Per Month</u></b>	
	<b><u>Current</u></b>	<b><u>Proposed</u></b>
<b><i>High Pressure Sodium</i></b>		
275 Cobra/Contemporary 16000L Fixture & Smooth Pole	\$30.27	\$32.29
266 Cobra/Contemporary 28500L Fixture & Smooth Pole	\$33.36	\$35.59
267 Cobra/Contemporary 50000L Fixture & Smooth Pole	\$38.21	\$40.76
276 Coach/Acorn 5800 Lumen Fixture & Smooth Pole	\$18.54	\$19.78
274 Coach/Acorn 9500 Lumen Fixture & Smooth Pole	\$22.01	\$23.48
277 Coach/Acorn 16000 Lumen Fixture & Smooth Pole	\$26.75	\$28.54

279 Contemporary 120000 Lumen Fixture Only	\$53.51	\$57.08
278 Contemporary 120000 Lumen Fixture & Smooth Pole	\$86.86	\$92.66
417 Acorn 9500 Lumen Bronze Decorative Pole	\$29.47	\$31.44
419 Acorn 16000 Lumen Bronze Decorative Pole	\$30.99	\$33.06
280 Victorian 5800 Lumen Fixture Only	\$24.97	\$26.64
281 Victorian 9500 Lumen Fixture Only	\$25.52	\$27.22
282 London 5800 Lumen Fixture Only	\$24.55	\$26.19
283 London 9500 Lumen Fixture Only	\$26.06	\$27.80
426 London, 5800 Lumen Fixture & Pole	\$39.18	\$41.80
427 London, 5800 Lumen Fluted Pole	\$41.33	\$44.09
428 London, 9500 Lumen Fixture & Pole	\$40.20	\$42.89
429 London, 9500 Lumen Fluted Pole	\$41.38	\$44.14
430 Victorian, 5800 Lumen Fixture & Pole	\$38.13	\$40.68
431 Victorian, 5800 Lumen Fluted Pole	\$38.87	\$41.47
432 Victorian, 9500 Lumen Fixture Pole	\$40.47	\$43.17
433 Victorian, 9500 Lumen Fluted Pole	\$43.12	\$46.00

**Rate Per Light Per Month**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
<b><i>High Pressure Sodium (continued)</i></b>		
412 Colonial, 4-Sided 5800 Lumen Fixture & Smooth Pole	\$24.42	\$26.05
413 Colonial, 4-Sided 9500 Lumen Fixture & Smooth Pole	\$25.25	\$26.94
444 Colonial, 4-Sided 16000 Lumen Fixture & Smooth Pole	\$25.17	\$26.85
415 Acorn, 5800 Lumen Fixture & Smooth Pole	\$24.85	\$26.51
416 Acorn, 9500 Lumen Fixture & Smooth Pole	\$27.53	\$29.37
445 Acorn, 16000 Lumen Fixture & Smooth Pole	\$27.31	\$29.13
400 Dark Sky, 4000 Lumen Fixture & Smooth Pole	\$29.04	\$30.98
401 Dark Sky, 9500 Lumen Fixture & Smooth Pole	\$29.41	\$31.37
423 Cobra Head, 16000 Lumen Fixture & Smooth Pole	\$31.91	\$34.04
424 Cobra Head, 28500 Lumen Fixture & Smooth Pole	\$34.60	\$36.91
425 Cobra Head, 50000 Lumen Fixture & Smooth Pole	\$41.14	\$43.89
439 Contemporary, 16000 Lumen Fixture Only	\$20.02	Removed
420 Contemporary, 16000 Lumen Fixture & Smooth Pole	\$35.87	\$38.27
440 Contemporary, 28500 Lumen Fixture Only	\$22.32	\$23.81
421 Contemporary, 28500 Lumen Fixture & Smooth Pole	\$38.85	\$41.45
441 Contemporary, 50000 Lumen Fixture Only	\$26.96	\$28.76
422 Contemporary, 50000 Lumen Fixture & Smooth Pole	\$45.22	\$48.24

***Mercury Vapor***

318 Cobra Head, 8000 Lumen Fixture & Pole	\$20.82	\$22.21
314 Cobra Head, 13000 Lumen Fixture & Pole	\$23.54	\$25.11
315 Cobra Head, 25000 Lumen Fixture & Pole	\$27.57	\$29.41
206 Coach, 4000 Lumen Fixture & Pole	\$15.23	\$16.25
208 Coach, 8000 Lumen Fixture & Pole	\$17.33	\$18.49

***Metal Halide***

479 Contemporary, 12000 Lumen Fixture Only	\$18.42	Removed
480 Contemporary, 12000 Lumen Fixture & Pole	\$29.68	\$31.66
483 Contemporary, 107800 Lumen Fixture Only	\$51.80	\$55.26
484 Contemporary, 107800 Lumen Fixture & Pole	\$63.68	\$67.93
481 Contemporary, 32000 Lumen Fixture Only	\$24.96	\$26.63
482 Contemporary, 32000 Lumen Fixture & Pole	\$36.87	\$39.33

***Incandescent***

349 Continental Jr, 1500 Lumen Fixture & Pole	\$10.98	\$11.71
348 Continental Jr, 6000 Lumen Fixture & Pole	\$16.10	\$17.18

***Bases***

950 Victorian/London Bases, Old Town	\$ 3.88	\$4.14
951 Victorian/London Bases, Chesapeake	\$ 4.10	\$4.37
956 Victorian/London Bases, Westchester/Norfolk	\$ 3.97	\$4.24
<b><i>Poles</i></b>		
901 Smooth 10' Pole	\$11.59	\$12.36
902 Fluted 10' Pole	\$13.84	\$14.76

**Lighting Energy Service - Rate LE**

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Energy Charge per kWh:	\$0.07886	\$0.08409

**Traffic Energy Service – Rate TE**

**Availability:**

**Current**

Available to municipalities, county governments, divisions of the state or Federal governments or any other governmental agency for service on a 24 hour all day every day basis, where the governmental agency owns and maintains all equipment on its side of the point of delivery of the energy supplied hereunder. In the application of this rate each point of delivery will be considered as a separate Customer.

This service is limited to devices including, but not limited to, signals, cameras, or other traffic lights, electronic communication devices, emergency sirens, and gunshot triangulation devices.

**Proposed**

Available to municipalities, county governments, divisions of the state or Federal governments or any other governmental agency for service on a 24 hour all day every day basis, where the governmental agency owns and maintains all equipment on its side of the point of delivery of the energy supplied hereunder. In the application of this rate each point of delivery will be considered as a separate Customer.

This service is available for devices including, but not limited to, vehicle and pedestrian signals and traffic lights, sirens, cameras, sensors, electronic communication devices, and gunshot triangulation devices.

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Basic Service Charge per Day:	\$0.13 per delivery point	\$0.14 per delivery point
Energy Charge per kWh:	\$0.09247	\$0.09943

**Conditions of Service**

**Current**

3. Loads not operated on an all day every day basis will be served under the appropriate rate.

**Proposed**

3. Customer shall reimburse Company for all installation and removal costs.

**Pole and Structure Attachment Charges, Terms and Conditions – Rate PSA**

**Attachment Charges:**

<b><u>Current</u></b>	<b><u>Proposed</u></b>	
7.25	Removed	per year for each wireline pole attachment
New	\$10.13	per year for each two-user wireline pole attachment
New	\$10.46	per year for each three-user wireline pole attachment
\$0.81	\$1.22	per year for each linear foot of duct.
\$36.25	\$51.46	per year for each Wireless Facility located on the top of a Company pole.

## Electric Vehicle Supply Equipment – Rate EVSE

### **Availability**

#### **Current**

Available to Customers to be served or currently being served under Rates GS (with energy usage of 500 kWh or higher per month), GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, and FLS, for the purpose of charging electric vehicles.

#### **Proposed**

Available to Customers to be served or currently being served under Rates GS (with energy usage of 500 kWh or higher per month), GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, EHLF, and FLS, for the purpose of charging electric vehicles.

### **Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Monthly Charging Unit Fee:		
Networked Charger (Option A):		
Single Charger	\$133.36	\$190.97
Dual Charger	\$195.48	\$328.17
Networked Charger (Option B):		
Single Charger	New	\$159.15
Dual Charger	New	\$248.16
Non-Networked Charger:		
Single Charger:	\$80.40	\$76.75

### **New – Charging Station Descriptions**

Networked Charger (Option A): Networked charging station with dashboard and availability capabilities. Suitable for all use cases, particularly public installation, and high-traffic locations. For installations that require access control, remote monitoring, usage data collection, automatic cord retraction, and dual logo branding.

Networked Charger (Option B): Networked charging station with dashboard and availability capabilities. Suitable for all use cases, particularly public installation, and high-traffic locations. For installations that require access control, remote monitoring, and usage data collection.

Non-Networked Charger: Basic non-networked EV charging station. Suitable for less public use cases, and particularly good for workplaces, fleets, and low-traffic retail.

### **Energy Consumption:**

#### **Current**

Determination of energy applies to the non-metered charging station. The applicable fuel clause charge or credit will be based on an annual 5,004 kilowatt-hours. .

#### **Proposed**

Determination of energy applies to the non-metered charging station. The applicable fuel clause charge or credit will be based on an annual 5,728 kilowatt-hours.

### **Terms and Conditions:**

#### **Current**

7. Temporary suspension of charging station is not permitted. Upon permanent discontinuance of service, charging station and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

#### **Proposed**

7. Temporary suspension of charging station is only permitted if Company and Customer mutually agree to the temporary suspension. Upon permanent discontinuance of service, charging station and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

**New – Electric Vehicle Charging Service (EVC)**

The Electric Vehicle Charging Service – Level 2 (EVC-L2) and Electric Vehicle Charging Service – FAST (EVC-FAST) rate schedules were combined into one single rate schedule, Electric Vehicle Charging Service (EVC).

**Availability:**

Available to operators of licensed electric vehicles (EV). EV Customer is defined as the party who owns/operates a licensed electric vehicle, connects that vehicle for the purpose of receiving vehicle charging service to a Company-owned charging station providing service under this schedule, and willingly accepts Company’s fee structure for the vehicle charging service. EVC-L2 is offered under the conditions set out hereinafter for the purpose of charging EVs via street parking, parking lots, and other outdoor areas for stations rated at AC Level 2 speeds. EVC-FAST is offered under the conditions set out hereinafter for the purpose of charging EVs via street parking, parking lots, and other outdoor areas using chargers with an output of 50 kW or greater. EV Customers’ charging systems must meet applicable charging standards. Service under this rate schedule is limited to a maximum of ten stations. Company will accept Customers on a first-come-first-served basis.

Company assumes no liability or responsibility for any potential automotive-related incidents that occur at Company-owned public charging locations. EV Customer accepts all restrictions related to the temporary parking space.

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
EVC-L2 Fee for Use:	New	\$0.25 per kWh
EVC-FAST Fee for Use:	\$0.25 per kWh	\$0.25 per kWh

**Adjustment Clauses:**

The bill amount computed at the charges specified above includes the following:

Fuel Adjustment Clause	Sheet No. 85
Off-System Sales Adjustment Clause	Sheet No. 88
Environmental Cost Recovery Surcharge	Sheet No. 87
Retired Asset Recovery	Sheet No. 89
Renewable Power Purchase Agreement Adjustment Clause	Sheet No. 90

The bill amount specified above will be increased or decreased in accordance with the following:

Franchise Fee	Sheet No. 91
School Tax	Sheet No. 92

**Terms and Conditions**

1. Service shall be furnished under the following Terms and Conditions and excludes Company’s Terms and Conditions set out in this Tariff Book.
  
2. EV Customer is required to pay by means of credit card or Charging Station Supplier account.
  - a. Credit Card must be chip enabled (if card is not chip enabled, Customer must call the Charging Station Supplier at toll-free number provided at station), or
  - b. EV Customer is required to open a Charging Station Supplier account and accepts all terms and conditions of Charging Station Supplier.

3. Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service. Also, Company shall not be liable for any loss, injury, or damage resulting from interruption, reduction, delay, or failure of electric service except where Company's willful misconduct is the sole and proximate cause of said loss, injury or damage.

4. Company is merely a supplier of electricity delivered to the point of connection of Company's charging station facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of EV Customer or of third persons resulting from the presence, use or abuse of electricity or resulting from defects in or accidents to any of EV Customer's wiring, equipment, or vehicle, or resulting from any cause whatsoever except where Company's negligence or willful misconduct is the sole and proximate cause of said injury or damage.

5. In no event shall Company have any liability to EV Customer, the owner of a vehicle receiving charging service, or any other party affected by the electrical service to EV Customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that Company acts within its rights as set forth herein and/or any applicable law or regulation, Company shall have no liability of any kind to EV Customer, the owner of a vehicle receiving charging service, or any other party. In the event that EV Customer's use of Company's service causes damage to Company's property or injuries to persons, EV Customer shall be responsible for such damage or injury and shall indemnify, defend, and hold Company harmless from any and all suits, claims, losses, and expenses associated therewith.

6. By connecting a vehicle to the Charging Station, the EV Customer represents that the EV Customer is authorized to operate that vehicle and to connect it to the Charging Station for the purpose of receiving vehicle charging service.

7. All service and maintenance will be performed only during regular scheduled working hours of Company.

In addition, Terms and Conditions #3 and #4 above changed from the language in EVC-L2 and EVC-FAST below:

3. Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

4. Company is merely a supplier of electricity delivered to the point of connection of Company's and charging station facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of EV Customer or of third persons resulting from the presence, use or abuse of electricity or resulting from defects in or accidents to any of EV Customer's wiring, equipment, or vehicle, or resulting from any cause whatsoever other than the negligence of Company.

### **Outdoor Sports Lighting Service (OSL)**

Rate OSL moved from a pilot rate to a standard rate.

#### **Availability:**

##### **Current**

Available as an optional pilot program for secondary and primary service used by a Customer for lighting specifically designed for outdoor fields which are normally used for organized competitive sports. Service under this rate schedule is limited to a maximum of twenty Customers. Company will accept Customers on a first-come-first-served basis.

##### **Proposed**

Available as an optional program for secondary and primary service used by a Customer for lighting specifically designed for outdoor fields which are normally used for organized competitive sports. Service

under this rate schedule is limited to a maximum of twenty Customers. Company will accept Customers on a first-come-first-served basis.

**Rate:**

<b>Secondary</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Basic Service Charge per day	\$2.96	\$3.01
Plus and Energy Charge per kWh of:	\$0.03470	\$0.03891
Plus a Maximum Load Charge per kW of:		
Peak Demand Period	\$26.16	\$25.66
Base Demand Period	\$3.38	\$3.32
<b>Primary</b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Basic Service Charge per day	\$7.89	\$8.38
Plus and Energy Charge per kWh of:	\$0.03174	\$0.03807
Plus a Maximum Load Charge per kW of:		
Peak Demand Period	\$17.67	\$17.33
Base Demand Period	\$2.21	\$2.17

**Change to Adjustment Clauses Section of Rates RS, RTOD-Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, FLS, LS, RLS, LE, TE, EVSE, and OSL**

The Company proposes to add Retired Asset Recovery (Sheet No. 89) and the proposed Renewable Power Purchase Agreement Adjustment Clause (Sheet No. 90) to the Adjustment Clauses section of Rates RS, RTOD-Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, FLS, LS, RLS, LE, TE, EVSE, and OSL. The Company further proposes to renumber: Franchise Fee, currently Sheet No. 90, to be Sheet No. 91; School Tax, currently Sheet No. 91, to be Sheet No. 92; and Home Energy Assistance Program, currently Sheet No. 92, to be Sheet No. 93.

**Special Charges**

<b>Returned Payment Charge</b>			
<b><u>Current Rate</u></b>	\$ 3.70	<b><u>Proposed Rate</u></b>	\$ 3.00
<b>Meter Test Charge</b>			
<b><u>Current Rate</u></b>	\$79.00	<b><u>Proposed Rate</u></b>	\$90.00
<b>Disconnecting and Reconnecting Service Charge</b>			
<i>Without "Remote Disconnection and Reconnection"</i>			
<b><u>Current Rate</u></b>	\$32.00	<b><u>Proposed Rate</u></b>	\$51.00
<i>With "Remote Disconnection and Reconnection"</i>			
<b><u>Current Rate</u></b>	\$0	<b><u>Proposed Rate</u></b>	\$0
<b>Meter Pulse Charge</b>			
<b><u>Current Rate</u></b>	\$21.00		
<b><u>Proposed Rate</u></b>	\$22.00		

**Unauthorized Connection Charge:**

**Current**

When Company determines that Customer has tampered with a meter, reconnected service without authorization from Company that previously had been disconnected by Company, or connected service without authorization from Company, then the following charges shall be assessed for each instance of such tampering or unauthorized reconnection or connection of service:

1. A charge of \$49.00 for tampering or an unauthorized connection or reconnection that does not require the replacement of the meter;
2. A charge of \$70.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase standard meter;
3. A charge of \$91.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Automatic Meter Reading (AMR) meter;
4. A charge of \$153.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Advanced Metering Infrastructure (AMI) meter; or
5. A charge of \$159.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a three-phase meter.

### **Proposed**

When Company determines that Customer has tampered with a meter, reconnected service without authorization from Company that previously had been disconnected by Company, or connected service without authorization from Company, then the following charges shall be assessed for each instance of such tampering or unauthorized reconnection or connection of service:

1. A charge of \$51.00 for tampering or an unauthorized connection or reconnection that does not require the replacement of the meter;
2. A charge of \$72.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase standard meter;
3. A charge of \$93.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Automatic Meter Reading (AMR) meter;
4. A charge of \$146.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a single-phase Advanced Metering Infrastructure (AMI) meter; or
5. A charge of \$161.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a three-phase meter.
6. A charge of \$250.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a three-phase AMI meter.

### **AMI Opt-Out Charges**

#### **Current**

Customer may opt out of having an AMI meter by contacting Company to request a non-AMI meter. If Company has a non-AMI meter available, Company will honor Customer's opt-out request and assess the following charges:

1. A one-time opt-out set-up fee of \$35.00 per service delivery point. During Company's AMI project deployment phase, if Customer requests a non-AMI meter prior to an AMI meter being installed at Customer's premise, Company will not charge the one-time set-up fee.
2. A monthly opt-out charge of \$12.00 per service delivery point.

If Customer chooses to opt out any meter on a single premise, Customer must opt out all Company meters and modules (electric and gas) on that premise. Company has sole discretion to determine the alternative metering to be used for opted-out meters and modules.

#### **Proposed**

Customer may opt out of having an AMI meter by contacting Company to request a non-AMI meter. If Company has a non-AMI meter available, Company will honor Customer's opt-out request and assess the following charges:

1. A one-time opt-out set-up fee of \$80.00 per service delivery point. During Company's AMI project deployment phase, if Customer requests a non-AMI meter prior to an AMI meter being installed at Customer's premise, Company will not charge the one-time set-up fee.
2. A monthly opt-out charge of \$20.00 per service delivery point.

If Customer chooses to opt out any meter on a single premise, Customer must opt out all Company meters and modules (electric and gas) on that premise. Company has sole discretion to determine the alternative metering to be used for opted-out meters and modules.

Company will treat Customer’s refusal to make suitable provision for Company’s AMI meter as Customer’s choice to opt out of having an AMI meter. Such refusal includes without limitation Customer’s refusal to make safe and stable a customer-owned pole to which Company’s existing meter is attached.

**Curtable Service Rider-1 – CSR-1**

**Curtable Billing Demand:**

**Current**

For a Customer electing Option A, Curtable Billing Demand shall be the difference between (a) Customer’s measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., (EST) and (ii) for the months October continuously through April, from 6 A.M. to 10 P.M., (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtable Billing Demand shall be Customer Designated Curtable Load, as described above.

**Proposed**

For a Customer electing Option A, Curtable Billing Demand shall be the difference between (a) Customer’s measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, weekdays from 10 AM to 10 PM (EST) and (ii) for the months October through April, weekdays from 6 AM to 10 PM (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtable Billing Demand shall be Customer Designated Curtable Load, as described above.

**Curtable Service Rider-2 – CSR-2**

**Curtable Billing Demand:**

**Current**

For a Customer electing Option A, Curtable Billing Demand shall be the difference between (a) Customer’s measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, from 10 A.M. to 10 P.M., (EST) and (ii) for the months October continuously through April, from 6 A.M. to 10 P.M., (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtable Billing Demand shall be the Customer Designated Curtable Load, as described above.

**Proposed**

For a Customer electing Option A, Curtable Billing Demand shall be the difference between (a) Customer’s measured maximum demand during the billing period for any billing interval during the following time periods: (i) for the summer peak months of May through September, weekdays from 10 AM to 10 PM (EST) and (ii) for the months October through April, weekdays from 6 A.M. to 10 PM (EST) and (b) the firm contract demand.

For a Customer electing Option B, Curtable Billing Demand shall be the Customer Designated Curtable Load, as described above.

**Small Capacity Cogeneration and Small Power Production  
Qualifying Facilities**

**Rate:**

	<b>Current</b>	<b>Proposed</b>
SQF/LQF Solar: Single-Axis Tracking; Distribution; 2-Year	\$29.86	\$32.40

PPA; Energy		
SQF/LQF Solar: Single-Axis Tracking; Distribution; 7-Year PPA; Energy	\$31.56	\$37.77
SQF/LQF Solar: Single-Axis Tracking; Transmission; 2-Year PPA; Energy	\$29.05	\$31.52
SQF/LQF Solar: Single-Axis Tracking; Transmission; 7-Year PPA; Energy	\$30.71	\$36.75
SQF/LQF Solar: Fixed Tilt; Distribution; 2-Year PPA; Energy	\$30.15	\$32.43
SQF/LQF Solar: Fixed Tilt; Distribution; 7-Year PPA; Energy	\$31.95	\$37.86
SQF/LQF Solar: Fixed Tilt; Transmission; 2-Year PPA; Energy	\$29.33	\$31.55
SQF/LQF Solar: Fixed Tilt; Transmission; 7-Year PPA; Energy	\$31.09	\$36.84
SQF/LQF Wind; Distribution; 2-Year PPA; Energy	\$28.72	\$31.47
SQF/LQF Wind; Distribution; 7-Year PPA; Energy	\$30.95	\$35.90
SQF/LQF Wind; Transmission; 2-Year PPA; Energy	\$27.94	\$30.62
SQF/LQF Wind; Transmission; 7-Year PPA; Energy	\$30.12	\$34.93
SQF/LQF Other Technologies; Distribution; 2-Year PPA; Energy	\$28.83	\$31.38
SQF/LQF Other Technologies; Distribution; 7-Year PPA; Energy	\$31.35	\$36.36
SQF/LQF Other Technologies; Transmission; 2-Year PPA; Energy	\$28.05	\$30.54
SQF/LQF Other Technologies; Transmission; 7-Year PPA; Energy	\$30.51	\$35.38
SQF/LQF Solar: Single-Axis Tracking; Distribution; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Solar: Single-Axis Tracking; Distribution; 7-Year PPA; Capacity	\$12.53	\$0
SQF/LQF Solar: Single-Axis Tracking; Transmission; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Solar: Single-Axis Tracking; Transmission; 7-Year PPA; Capacity	\$12.03	\$0
SQF/LQF Solar: Fixed Tilt; Distribution; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Solar: Fixed Tilt; Distribution; 7-Year PPA; Capacity	\$15.09	\$0
SQF/LQF Solar: Fixed Tilt; Transmission; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Solar: Fixed Tilt; Transmission; 7-Year PPA; Capacity	\$14.49	\$0
SQF/LQF Wind; Distribution; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Wind; Distribution; 7-Year PPA; Capacity	\$9.88	\$0
SQF/LQF Wind; Transmission; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Wind; Transmission; 7-Year PPA; Capacity	\$9.49	\$0
SQF/LQF Other Technologies; Distribution; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Other Technologies; Distribution; 7-Year PPA; Capacity	\$8.74	\$18.53
SQF/LQF Other Technologies; Transmission; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Other Technologies; Transmission; 7-Year PPA; Capacity	\$8.39	\$17.80

**Availability:**

**Current**

This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy or energy and capacity from the owner of a "qualifying facility" as defined in 807 KAR 5:054 Section

1(8) (such owner being hereafter called “Seller”) with a nameplate capacity of 100 kW or less .

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under Parallel Operation.

Company will purchase such energy or energy and capacity from Seller at the rates, set out below and under the terms and conditions stated herein.

Seller may choose to (a) enter into a power purchase agreement (“PPA”) with Company for sales of energy or energy and capacity from Seller or (b) sell energy to Company on an as-available basis.

**Proposed**

This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy or energy and capacity from the owner of a “qualifying facility” as defined in 807 KAR 5:054 Section 1(8) (such owner being hereafter called “Seller”) with a nameplate capacity of 100 kW or less .

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under Parallel Operation.

Company will purchase such energy or energy and capacity from Seller at the rates set out below and under the terms and conditions stated herein.

Seller may choose either (a) to enter into a power purchase agreement (“PPA”) with Company for sales of energy and capacity from Seller or (b) to sell only energy to Company on an as-available basis. Seller may enter into a PPA with Company only if Seller simultaneously sells the entire output of Seller’s qualifying facility to Company while purchasing all of Seller’s own requirements from Company.

**Term of Contract:**

**Current**

If Seller desires Company to purchase energy and capacity from Seller, Seller must enter into a either a 2-year PPA or a 7-year PPA with Company for such purchases. Regarding energy purchases under a 7-year PPA, the PPA will specify whether Seller desires to receive (a) the applicable fixed 7-year level energy rate or (b) the applicable as-available energy rate in effect at the time of each purchase.

**Proposed**

If Seller desires Company to purchase energy and capacity from Seller, Seller must enter into a either a 2-year PPA or a 7-year PPA with Company for such purchases. Rates offered under all PPAs will be based at Seller’s option on either applicable Rider SQF rates at the time of delivery or applicable Rider SQF rates at the time the PPA is executed.

**Parallel Operation:**

**Current**

7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.

**Proposed**

7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment,

except where Company’s gross negligence or willful misconduct is the sole and proximate cause of said injury or damage.

**Large Capacity Cogeneration and Small Power Production**  
**Qualifying Facilities**

**Rate:**

	<b>Current</b>	<b>Proposed</b>
SQF/LQF Solar: Single-Axis Tracking; Distribution; 2-Year PPA; Energy	\$29.86	\$32.40
SQF/LQF Solar: Single-Axis Tracking; Distribution; 7-Year PPA; Energy	\$31.56	\$37.77
SQF/LQF Solar: Single-Axis Tracking; Transmission; 2-Year PPA; Energy	\$29.05	\$31.52
SQF/LQF Solar: Single-Axis Tracking; Transmission; 7-Year PPA; Energy	\$30.71	\$36.75
SQF/LQF Solar: Fixed Tilt; Distribution; 2-Year PPA; Energy	\$30.15	\$32.43
SQF/LQF Solar: Fixed Tilt; Distribution; 7-Year PPA; Energy	\$31.95	\$37.86
SQF/LQF Solar: Fixed Tilt; Transmission; 2-Year PPA; Energy	\$29.33	\$31.55
SQF/LQF Solar: Fixed Tilt; Transmission; 7-Year PPA; Energy	\$31.09	\$36.84
SQF/LQF Wind; Distribution; 2-Year PPA; Energy	\$28.72	\$31.47
SQF/LQF Wind; Distribution; 7-Year PPA; Energy	\$30.95	\$35.90
SQF/LQF Wind; Transmission; 2-Year PPA; Energy	\$27.94	\$30.62
SQF/LQF Wind; Transmission; 7-Year PPA; Energy	\$30.12	\$34.93
SQF/LQF Other Technologies; Distribution; 2-Year PPA; Energy	\$28.83	\$31.38
SQF/LQF Other Technologies; Distribution; 7-Year PPA; Energy	\$31.35	\$36.36
SQF/LQF Other Technologies; Transmission; 2-Year PPA; Energy	\$28.05	\$30.54
SQF/LQF Other Technologies; Transmission; 7-Year PPA; Energy	\$30.51	\$35.38
SQF/LQF Solar: Single-Axis Tracking; Distribution; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Solar: Single-Axis Tracking; Distribution; 7-Year PPA; Capacity	\$12.53	\$0
SQF/LQF Solar: Single-Axis Tracking; Transmission; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Solar: Single-Axis Tracking; Transmission; 7-Year PPA; Capacity	\$12.03	\$0
SQF/LQF Solar: Fixed Tilt; Distribution; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Solar: Fixed Tilt; Distribution; 7-Year PPA; Capacity	\$15.09	\$0
SQF/LQF Solar: Fixed Tilt; Transmission; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Solar: Fixed Tilt; Transmission; 7-Year PPA; Capacity	\$14.49	\$0
SQF/LQF Wind; Distribution; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Wind; Distribution; 7-Year PPA; Capacity	\$9.88	\$0
SQF/LQF Wind; Transmission; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Wind; Transmission; 7-Year PPA; Capacity	\$9.49	\$0
SQF/LQF Other Technologies; Distribution; 2-Year PPA; Capacity	\$0	\$0
SQF/LQF Other Technologies; Distribution; 7-Year PPA; Capacity	\$8.74	\$18.53
SQF/LQF Other Technologies; Transmission; 2-Year PPA; Capacity	\$0	\$0

Capacity		
SQF/LQF Other Technologies; Transmission; 7-Year PPA; Capacity	\$8.39	\$17.80

**Availability:**

**Current**

This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy or energy and capacity from the owner of a “qualifying facility” as defined in 807 KAR 5:054 Section 1(8) (such owner being hereafter called “Seller”) with a nameplate capacity of 100 kW or greater.

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under Parallel Operation.

Company will purchase such energy or energy and capacity from Seller at the rates, set out below and under the terms and conditions stated herein.

Seller may choose to (a) enter into a power purchase agreement (“PPA”) with Company for sales of energy or energy and capacity from Seller or (b) sell energy to Company on an as-available basis.

**Proposed**

This rate and the terms and conditions set out herein are available for and applicable to Company's purchases of energy or energy and capacity from the owner of a “qualifying facility” as defined in 807 KAR 5:054 Section 1(8) (such owner being hereafter called “Seller”) with a nameplate capacity of 100 kW or greater.

Company will permit Seller's generating facilities to operate in parallel with Company's system under conditions set out below under Parallel Operation.

Company will purchase such energy or energy and capacity from Seller at the rates set out below and under the terms and conditions stated herein.

Seller may choose either (a) to enter into a power purchase agreement (“PPA”) with Company for sales of energy and capacity from Seller or (b) to sell only energy to Company on an as-available basis. Seller may enter into a PPA with Company only if Seller simultaneously sells the entire output of Seller’s qualifying facility to Company while purchasing all of Seller’s own requirements from Company.

**Term of Contract:**

**Current**

If Seller desires Company to purchase energy and capacity from Seller, Seller must enter into a either a 2-year PPA or a 7-year PPA with Company for such purchases. Regarding energy purchases under a 7-year PPA, the PPA will specify whether Seller desires to receive (a) the applicable fixed 7-year level energy rate or (b) the applicable as-available energy rate in effect at the time of each purchase.

**Proposed**

If Seller desires Company to purchase energy and capacity from Seller, Seller must enter into a either a 2-year PPA or a 7-year PPA with Company for such purchases. Rates offered under all PPAs will be based at Seller’s option on either applicable Rider LQF rates at the time of delivery or applicable Rider LQF rates at the time the PPA is executed.

**Parallel Operation:**

**Current**

7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point

of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage is proved to have been caused solely by the negligence of Company.

**Proposed**

7. Seller assumes all responsibility for the electric service upon Seller's premises at and from the point of any delivery or flow of electricity from Company, and for the wires and equipment used in connection therewith; and Seller will protect and save Company harmless from all claims for injury or damage to persons or property, including but not limited to property of Seller, occurring on or about Seller's premises or at and from the point of delivery or flow of electricity from Company, occasioned by such electricity or said wires and equipment, except where Company's gross negligence or willful misconduct is the sole and proximate cause of said injury or damage.

**Net Metering Service-2 – Rider NMS-2**

**Availability:**

**Current**

Available to any Customer-generator who owns and operates a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Company's electric distribution system to provide all or part of Customer's electrical requirements, and whose eligible generating facility first attains in service status on or after September 24, 2021. The generation facility shall be limited to a maximum rated capacity of 45 kilowatts.

Each Customer-generator taking service under NMS-2 and a standard rate schedule with a two-part rate structure will be allowed to take service under a two-part rate structure for 25 years from the date on which the Customer-generator began taking service under NMS-2.

**Proposed**

Available to any Customer-generator who owns and operates a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Company's electric distribution system to provide all or part of Customer's electrical requirements, and whose eligible generating facility first attains in service status on or after September 24, 2021. The generation facility shall be limited to a maximum rated capacity of 45 kilowatts.

Each Customer-generator taking service under NMS-2 and a standard rate schedule with a two-part rate structure will be allowed to take service under a two-part rate structure for 25 years from the date on which the Customer-generator began taking service under NMS-2.

Consistent with KRS 278.466(1), Company will cease offering service under Rider NMS-2 to any new Customer-generator after (A) the cumulative generating capacity of NMS-1 and NMS-2 Customer-generators reaches a combined one percent (1%) of Company's single hour peak load during a calendar year; and (B) receiving Commission approval to do so.

**Rate:**

**Current**

Dollar-denominated bill credit: \$0.07089 per kWh

**Proposed**

Dollar-denominated bill credit: \$0.03786 per kWh

**Standard Rider for Excess Facilities – Rider EF**

**Rate:**

Customer shall pay for excess facilities by:

- (a) Making a monthly Excess Facilities charge payment equal to the installed cost of the excess facilities times

**Current**

**Proposed**

the following percentage:

Percentage with No Contribution-in-Aid-of-Construction	1.19%	1.29%
(b) Making a one-time Contribution-in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:		
Percentage with Contribution-in-Aid-of-Construction	0.52%	0.52%

**Standard Rider for Redundant Capacity Charge – Rider RC**

**Rate:**

	<b>Current</b>	<b>Proposed</b>
	<b><u>(Per kW/kVA)</u></b>	<b><u>(Per kW/kVA)</u></b>
Capacity Reservation Charge per Month:		
Secondary Distribution	\$1.90	\$3.74
Primary Distribution	\$1.28	\$2.92

**Intermittent Loads – Rider IL**

Intermittent Loads (Rider IL) has been moved to Terms and Conditions – Customer Responsibilities.

**Current**

**AVAILABILITY**

This schedule applies to all loads having a detrimental effect upon the electric service rendered to other Customers of Company or upon Company’s facilities.

Where Customer’s use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer’s own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if Customer’s use of Company’s service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to Customer in accordance with 807 KAR 5:006, Section 15(1)(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer’s proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer’s use of service is unacceptable, Company’s use of such experts and/or consultants will be at Customer’s expense.

**RATE**

1. A contribution in aid of construction or an excess facilities charge shall be required for all special or added facilities, if any, necessary to serve such loads, as provided under the Excess Facilities Rider.
2. Plus the charges provided for under the rate schedule applicable, including any Basic Service Charge if applicable, Energy Charge, Maximum Load Charge (if load charge rate is used), Fuel Adjustment Clause and the Minimum Charge under such rate adjusted in accordance with (a) or (b) herein.

**Proposed**

Where Customer’s use of service is intermittent, subject to violent or extraordinary fluctuations, or produces unacceptable levels of harmonic current, in each case as determined by Company, in its reasonable discretion, Company reserves the right to require Customer to furnish, at Customer’s own expense, suitable equipment (as approved by Company in its reasonable discretion) to meter and limit such intermittence, fluctuation, or harmonics to the extent reasonably requested by Company. Without limiting the foregoing, Company may require such equipment if, at any time, the megavars, harmonics, and other desirable electrical characteristics produced by Customer exceed the limits set forth in the IEEE standards for such characteristics. In addition, if Customer’s use of Company’s service under this schedule causes such undesirable electrical characteristics in an amount exceeding those IEEE standards, such use shall be deemed to cause a dangerous condition which could subject any person to imminent harm or result in substantial damage to the property of Company or others, and Company shall therefore terminate service to Customer in accordance with 807 KAR 5:006, Section 15(1)(b). Such a termination of service shall not be considered a cancellation of the service agreement or relieve Customer of any minimum billing or other guarantees. Company shall be held harmless for any damages or economic loss resulting from such termination of service. If requested by Company, Customer shall provide all available information to Company that aids Company in enforcing its service standards. If Company at any time has a reasonable basis for believing that Customer’s proposed or existing use of the service provided will not comply with the service standards for interference, fluctuations, or harmonics, Company may engage such experts and/or consultants as Company shall determine are appropriate to advise Company in ensuring that such interference, fluctuations, or harmonics are within acceptable standards. Should such experts and/or consultants determine Customer’s use of service is unacceptable, Company’s use of such experts and/or consultants will be at Customer’s expense.

**Solar Share Program Rider – Rider SSP**

**Availability:**

**Current**

This optional, voluntary service is available to Customers taking service under Rates RS, RTOD-Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, PS, TODS, and TODP. The terms and conditions set out herein are available for and applicable to participation in Company’s Solar Share Program.

**Proposed**

This optional, voluntary service is available to Customers taking service under Rates RS, RTOD-Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, and EHLF. The terms and conditions set out herein are available for and applicable to participation in Company’s Solar Share Program.

**Rate:**

	<b>Current</b>	<b>Proposed</b>
	<b>Per quarter-kW</b>	<b>Per quarter-kW</b>
	<b><u>Subscribed</u></b>	<b><u>Subscribed</u></b>
Solar Capacity Charge		
One-Time Solar Capacity Charge	\$799.00	\$799.00
Monthly Solar Capacity Charge	\$5.55	\$5.55

**One-Time Solar Capacity Charge**

**Current**

A customer subscribing to capacity by paying the One-Time Solar Capacity Charge will receive Solar Energy Credit values subject to the terms and conditions of this Rider for a period of 25 years beginning with and including the first full billing period immediately following the customer’s payment in full of the Capacity Charge.

The One-Time Solar Capacity Charge is only available for subscription on Solar Share Facilities that have not begun construction. Any one-time solar capacity subscription that becomes unsubscribed will be made available

for subscription under the Monthly Solar Capacity Charge.

**Proposed**

A customer subscribing to capacity by paying the One-Time Solar Capacity Charge will receive Solar Energy Credit values subject to the terms and conditions of this Rider for a period of 25 years beginning with and including the first full billing period immediately following the customer's payment in full of the Capacity Charge.

**Program Description:**

**Current**

The Solar Share Program is an optional, voluntary program that allows customers to subscribe to capacity in the Solar Share Facilities. Each Solar Share Facility will have an approximate direct-current (DC) capacity of 500 kW and will be available for subscription in nominal 250 W (quarter-kW) DC increments. Each subscribing customer ("Subscriber") may subscribe capacity up to an aggregate amount of 500 kW DC, though no Subscriber may subscribe more than 250 kW DC in any single Solar Share Facility.

There are two mutually exclusive options for subscribing to each increment of capacity.

**Option 1: Capacity Subscribed by Paying Only the One-Time Solar Capacity Charge**

For capacity subscribed by paying the One-Time Solar Capacity Charge, the One-Time Solar Capacity Charge will be included on the Subscriber's bill for the first billing period in which the subscribed capacity achieves commercial operation.

A customer choosing to pay the One-Time Solar Capacity Charge may transfer subscribed capacity between the customer's own accounts or may assign subscribed capacity to another customer. Once assigned, the assigning customer forfeits all rights to the assigned capacity.

A customer who ceases taking service from Company will have 60 calendar days to assign subscribed capacity to another customer within Company's service area. Any capacity such a customer does not assign within 60 days of ceasing to take service will be forfeited and made available to other customers under Option 2: Capacity Subscribed by Paying Only the Monthly Solar Capacity Charge.

**Option 2: Capacity Subscribed by Paying Only the Monthly Solar Capacity Charge**

For capacity subscribed by paying the Monthly Solar Capacity Charge, the Solar Capacity Charge will be included on the Subscriber's bill beginning with the bill for the first billing period in which the subscribed capacity achieves commercial operation.

Monthly subscriptions of less than 50 kW DC will not require a contract; however, a customer may not reduce or cancel a monthly subscription earlier than 12 months from the date of the customer's most recent change to the customer's monthly subscription level. Therefore, a customer subscribing monthly less than 50 kW has a 12-month commitment from the date of the customer's initial monthly subscription or initial solar facility commercial operation, whichever is later, and may have a longer commitment if the customer subsequently increases monthly subscribed capacity (which a customer may do at any time) or if the customer chooses to decrease but not cancel the monthly subscription after the initial 12 months. Monthly subscriptions of 50 kW DC or more require a 5-year contract with Company.

**Proposed**

The Solar Share Program is an optional, voluntary program that allows customers to subscribe to capacity in the Solar Share Facilities. Each Solar Share Facility will have an approximate direct-current (DC) capacity of 500 kW and will be available for subscription in nominal 250 W (quarter-kW) DC increments.

There are two mutually exclusive options for subscribing to each increment of capacity.

## Option 1: Capacity Subscribed by Paying Only the One-Time Solar Capacity Charge

For capacity subscribed by paying the One-Time Solar Capacity Charge, the One-Time Solar Capacity Charge will be included on the Subscriber's bill for the first billing period in which the subscribed capacity becomes available.

A customer choosing to pay the One-Time Solar Capacity Charge may transfer subscribed capacity between the customer's own accounts or may assign subscribed capacity to another customer. Once assigned, the assigning customer forfeits all rights to the assigned capacity.

A customer who ceases taking service from Company will have 30 calendar days to assign subscribed capacity to another customer within Company's service area. Any capacity such a customer does not assign within 30 days of ceasing to take service will be forfeited and made available to other customers.

## Option 2: Capacity Subscribed by Paying Only the Monthly Solar Capacity Charge

For capacity subscribed by paying the Monthly Solar Capacity Charge, the Solar Capacity Charge will be included on the Subscriber's bill beginning with the bill for the first billing period in which the subscribed capacity becomes available.

Monthly subscriptions of less than 50 kW DC will not require a contract; however, a customer may not reduce or cancel a monthly subscription earlier than 12 months from the date of the customer's most recent change to the customer's monthly subscription level. Therefore, a customer subscribing monthly less than 50 kW has a 12-month commitment from the date of the customer's initial monthly subscription. Customer may have a longer commitment if the customer subsequently increases monthly subscribed capacity (which a customer may do at any time) or if the customer chooses to decrease but not cancel the monthly subscription after the initial 12 months. Monthly subscriptions of 50 kW DC or more require a 5-year contract with Company.

### **Terms and Conditions:**

#### **Current**

2. Customer may subscribe as much solar capacity as desired up to an aggregate amount of 500 kW DC (nominal). No customer may subscribe more than 250 kW DC (nominal) in any single Solar Share Facility.

13. Subscriptions made by paying the One-Time Solar Capacity Charge may be transferred between a Subscriber's accounts no more than once per billing period (Solar Energy Credit values do not transfer between accounts or customers). A subscription transfer between a Subscriber's accounts takes effect in the billing period following the billing period in which the Subscriber requests the transfer. A Subscriber may transfer a subscription at any time prior to or including 60 calendar days after the Subscriber terminated service on the account to which the subscription attached. If the Subscriber whose account has been terminated does not transfer the subscription within 60 calendar days, the Subscriber forfeits the subscription.

14. Capacity subscribed by paying the One-Time Solar Capacity Charge may be assigned between customers, but only within the same Company service territory, at any time prior to or including 60 calendar days after the assigning Subscriber terminated service on the account to which the subscription attached. Once assigned, the assigning customer loses all rights regarding future credits and the ability to subsequently assign the capacity; those rights become the rights of the assignee upon assignment. For all purposes other than the Solar Energy Credit, all capacity assignments become effective immediately upon assignment. For the purpose of the Solar Energy Credit, the assignor will receive Solar Energy Credits for the entire billing period in which the assignment occurs; the assignee will receive Solar Energy Credits beginning in the first billing period following the assignment.

#### **Proposed**

2. Removed

12. Subscriptions made by paying the One-Time Solar Capacity Charge may be transferred between a Subscriber's accounts no more than once per billing period (Solar Energy Credit values do not transfer between accounts or customers). A subscription transfer between a Subscriber's accounts takes effect in the billing period following the billing period in which the Subscriber requests the transfer. A Subscriber may transfer a subscription at any time prior to or including 30 calendar days after the Subscriber terminated service on the account to which the subscription attached. If the Subscriber whose account has been terminated does not transfer the subscription within 30 calendar days, the Subscriber forfeits the subscription.

13. Capacity subscribed by paying the One-Time Solar Capacity Charge may be assigned between customers, but only within the same Company service territory, at any time prior to or including 30 calendar days after the assigning Subscriber terminated service on the account to which the subscription attached. Once assigned, the assigning customer loses all rights regarding future credits and the ability to subsequently assign the capacity; those rights become the rights of the assignee upon assignment. For all purposes other than the Solar Energy Credit, all capacity assignments become effective immediately upon assignment. For the purpose of the Solar Energy Credit, the assignor will receive Solar Energy Credits for the entire billing period in which the assignment occurs; the assignee will receive Solar Energy Credits beginning in the first billing period following the assignment.

### **Electric Vehicle Supply Equipment – Rider EVSE-R**

#### **Availability:**

##### **Current**

Available as a rider to Customers to be served or currently being served under Rates GS (with energy usage of 500 kWh or higher per month), GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, and FLS, for the purpose of charging electrical vehicles, whereby Customer installs and owns facilities on its side of the point of delivery of the energy supplied hereunder necessary to serve Company-provided charging station.

Charging station under this rider is offered under the conditions set out hereinafter for electric vehicle supply equipment such as, but not limited to, the charging of electric vehicles via street parking, parking lots, and other outdoor areas. Company will furnish, own, and maintain the charging unit and cable. The customer will own and maintain duct systems and associated equipment needed to serve the charger.

Company may coordinate charging station installation with Company's current charging station supplier and Customer. Customer shall be responsible for the charging equipment installation costs.

Service will be provided under written contract, signed by Customer prior to service commencing.

##### **Proposed**

Available as a rider to Customers to be served or currently being served under Rates GS (with energy usage of 500 kWh or higher per month), GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, EHLF, and FLS, for the purpose of charging electrical vehicles, whereby Customer installs and owns facilities on its side of the point of delivery of the energy supplied hereunder necessary to serve Company-provided charging station.

Charging station under this rider is offered under the conditions set out hereinafter for electric vehicle supply equipment such as, but not limited to, the charging of electric vehicles via street parking, parking lots, and other outdoor areas. Company will furnish, own, and maintain the charging unit and cable. The customer will own and maintain duct systems and associated equipment needed to serve the charger.

Company may coordinate charging station installation with Company's current charging station contractor and Customer. Customer shall be responsible for the charging equipment installation costs.

Service will be provided under written contract, signed by Customer prior to service commencing.

#### **Monthly Charging Unit Fee**

#### **Current**

#### **Proposed**

<i>Networked Charger (Option A):</i>		
Single Charger	\$122.80	\$151.62
Dual Charger	\$174.37	\$249.47
<i>Networked Charger (Option B):</i>		
Single Charger	New	\$119.80
Dual Charger	New	\$169.46
<i>Non-Networked Charger:</i>		
Single Charger	\$30.71	\$37.41

**NEW - Charging Stations Descriptions:**

Networked Charger (Option A): Networked charging station with dashboard and availability capabilities. Suitable for all use cases, particularly public installation, and high-traffic locations. For installations that require access control, remote monitoring, usage data collection, automatic cord retraction, and dual logo branding.

Networked Charger (Option B): Networked charging station with dashboard and availability capabilities. Suitable for all use cases, particularly public installation, and high-traffic locations. For installations that require access control, remote monitoring, and usage data collection.

Non-Networked Charger: Basic non-networked EV charging station. Suitable for less public use cases, and particularly good for workplaces, fleets, and low-traffic retail.

**Terms and Conditions:**

**Current**

7. Temporary suspension of charging station is not permitted. Upon permanent discontinuance of service, charging station and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

**Proposed**

7. Temporary suspension of charging station is only permitted if Company and Customer mutually agree to the temporary suspension. Upon permanent discontinuance of service, charging station and other supporting facilities solely associated with providing service under this tariff, except underground facilities and pedestals, will be removed.

**Demand-Side Management Cost Recovery Mechanism (DSM)**

**Availability of Service:**

**Current:**

This schedule is mandatory to the Company’s Standard Rate Schedules RS, RTOD -Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, FLS, and OSL. Descriptions of available Demand-Side Management and Energy Efficiency (“DSM-EE”) programs begin on Sheet No. 86.4.

**Proposed:**

This schedule is mandatory to the Company’s Standard Rate Schedules RS, RTOD -Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, EHLF, FLS, and OSL. Descriptions of available Demand-Side Management and Energy Efficiency (“DSMEE”) programs begin on Sheet No. 86.4.

**Industrial Opt-Out:**

**Current:**

An industrial customer may elect not to participate in any DSM-EE programs hereunder, and therefore shall not be assessed a charge pursuant to this mechanism, with respect to any of the customer’s energy-intensive meters (i.e., a meter served under Rate RTS, FLS, or TODP) if the customer has implemented with respect to the load served by each such meter cost -effective energy-efficiency measures not subsidized by other rate classes. Nonresidential customers will be considered “industrial” for the purposes of Adjustment Clause DSM if they are engaged in activities primarily using electricity in a process or processes involving either the

extraction of raw materials from the earth or a change of raw or unfinished materials into another form or product. To opt out, an industrial customer must complete and return to Company the Demand-Side Management and Energy Efficiency Industrial Opt-Out Notification Form (available at the Company's website at <http://www.lge-ku.com>). The full terms and conditions of opting out and any subsequent opting in are contained in the Demand-Side Management and Energy Efficiency Industrial Opt-Out Notification Form. Only those industrial customer meters that are energy intensive (i.e., served under Rate RTS, FLS, or TODP) may be exempted from charges under Adjustment Clause DSM; an industrial customer's other accounts will be subject to Adjustment Clause DSM.

An industrial customer desiring to opt back into charges under this mechanism for one or more opted-out meters must complete and return to Company the Demand-Side Management and Energy Efficiency Industrial Opt-In Notification Form (available at the Company's website at <http://www.lge-ku.com>). The full terms and conditions of opting in are contained in the Demand-Side Management and Energy Efficiency Industrial Opt-In Notification Form.

**Proposed:**

An industrial customer may elect not to participate in any DSM-EE programs hereunder, and therefore shall not be assessed a charge pursuant to this mechanism, with respect to any of the customer's energy-intensive meters (i.e., a meter served under Rate EHLF, RTS, FLS, or TODP) if the customer has implemented with respect to the load served by each such meter cost-effective energy-efficiency measures not subsidized by other rate classes. Nonresidential customers will be considered "industrial" for the purposes of Adjustment Clause DSM if they are engaged in activities primarily using electricity in a process or processes involving either the extraction of raw materials from the earth or a change of raw or unfinished materials into another form or product. To opt out, an industrial customer must complete and return to Company the Demand-Side Management and Energy Efficiency Industrial Opt-Out Notification Form (available at the Company's website at <http://www.lge-ku.com>). The full terms and conditions of opting out and any subsequent opting in are contained in the Demand-Side Management and Energy Efficiency Industrial Opt-Out Notification Form. Only those industrial customer meters that are energy intensive (i.e., served under Rate EHLF, RTS, FLS, or TODP) may be exempted from charges under Adjustment Clause DSM; an industrial customer's other accounts will be subject to Adjustment Clause DSM.

An industrial customer desiring to opt back into charges under this mechanism for one or more opted-out meters must complete and return to Company the Demand-Side Management and Energy Efficiency Industrial Opt-In Notification Form (available at the Company's website at <http://www.lge-ku.com>). The full terms and conditions of opting in are contained in the Demand-Side Management and Energy Efficiency Industrial Opt-In Notification Form.

**Rate (DRLS):**

**Current**

DRLS = DSM REVENUE FROM LOST SALES

Revenues from lost sales due to DSM-EE programs implemented on and after the effective date of this tariff will be recovered as follows:

1) For each upcoming twelve-month period, the estimated reduction in customer usage (in kWh) as determined for the approved programs shall be multiplied by the nonvariable revenue requirement per kWh for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the RS, RTOD-Energy, VFD, GS, and GTOD-Energy customer classes is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, RTOD-Energy, VFD, GS, GTOD-Energy rate schedules in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (rate schedules RTOD-Demand, GTOD-Demand, PS, TODS, TODP, RTS, FLS, and OSL) is defined as the weighted average price per kWh represented by the

composite of the expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.

**Proposed**

DRLS = DSM REVENUE FROM LOST SALES

Revenues from lost sales due to DSM-EE programs implemented on and after the effective date of this tariff will be recovered as follows:

1) For each upcoming twelve-month period, the estimated reduction in customer usage (in kWh) as determined for the approved programs shall be multiplied by the nonvariable revenue requirement per kWh for purposes of determining the lost revenue to be recovered hereunder from each customer class. The non-variable revenue requirement for the RS, RTOD-Energy, VFD, GS, and GTOD-Energy customer classes is defined as the weighted average price per kWh of expected billings under the energy charges contained in the RS, RTOD-Energy, VFD, GS, GTOD-Energy rate schedules in the upcoming twelve-month period after deducting the variable costs included in such energy charges. The non-variable revenue requirement for each of the customer classes that are billed under demand and energy rates (rate schedules RTOD-Demand, GTOD-Demand, PS, TODS, TODP, RTS, EHLF, FLS, and OSL) is defined as the weighted average price per kWh represented by the composite of the expected billings under the respective demand and energy charges in the upcoming twelve-month period, after deducting the variable costs included in the energy charges.

**Rate (DSMI):**

**Current**

DSMI = DSM INCENTIVE

For all Energy Efficiency Programs, the DSMI shall be computed by multiplying the net resource savings expected from the approved programs that are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings.

The DSMI amount related to programs for Rates RS, RTOD-Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, FLS, and OSL shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSMI amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

**Proposed**

DSMI = DSM INCENTIVE

For all Energy Efficiency Programs, the DSMI shall be computed by multiplying the net resource savings expected from the approved programs that are to be installed during the upcoming twelve-month period times fifteen (15) percent, not to exceed five (5) percent of program expenditures. Net resource savings are defined as program benefits less utility program costs and participant costs where program benefits will be calculated on the basis of the present value of Company's avoided costs over the expected life of the program, and will include both capacity and energy savings.

The DSMI amount related to programs for Rates RS, RTOD-Energy, RTOD-Demand, VFD, GS, GTOD-Energy, GTOD-Demand, PS, TODS, TODP, RTS, EHLF, FLS, and OSL shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the DSMI for such rate class. DSMI amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

**Business Solutions (Non-Residential Rebates)**

**Current**

Qualifying Rate Schedules: GS, GTOD-E, GTOD-D, PS, TODS, TODP, RTS, FLS, and OSL. Participatory industrial customers may not use their statutory opt-out.

**Proposed**

Qualifying Rate Schedules: GS, GTOD-E, GTOD-D, PS, TODS, TODP, RTS, EHLF, FLS, and OSL. Participatory industrial customers may not use their statutory opt-out.

### **Appliance Recycling:**

#### **Current**

Qualifying Rate Schedules: RS, RTOD-E, RTOD-D, VFD, and small GS, GTOD-E, GTOD-D customers with residential-style appliances

#### **Proposed**

Qualifying Rate Schedules: RS, RTOD-E, RTOD-D, VFD, and GS, GTOD-E, GTOD-D customers with residential-style appliances

### **Residential Online Audit:**

#### **Current**

This program will not begin until January 1, 2025.

This program is a web-based, self-guided assessment of a customer's home and includes information about the home's space and water heating, appliance and plug load, and other energy end uses. The audit pulls customer-specific interval data from the Company's AMI to provide an accurate picture of the customer's disaggregated energy use. After completing the online audit, customers receive feedback on their energy-use behavior, energy-saving tips, and recommendations and are mailed a kit with energy efficiency measures for self-installation. The kit will include a low-flow bathroom faucet aerator, a low-flow kitchen faucet aerator, a low-flow showerhead, water heater pipe insulation, weatherstripping, caulking, spray foam, and an advanced power strip. In addition, customers who complete the audit gain access to prescriptive rebates for deeper energy efficiency retrofits. Rebate examples include: heat pump water heaters (\$300), central air conditioner (\$300), ductless heat pump (\$400), air source heat pump (\$400), and 95% AFUE furnace (\$250).

#### **Proposed**

This program is a web-based, self-guided assessment of a customer's home and includes information about the home's space and water heating, appliance and plug load, and other energy end uses. The audit pulls customer-specific interval data from the Company's AMI to provide an accurate picture of the customer's disaggregated energy use. After completing the online audit, customers receive feedback on their energy-use behavior, energy-saving tips, and recommendations and are mailed a kit with energy efficiency measures for self-installation. The kit may include a low-flow bathroom faucet aerator, a low-flow kitchen faucet aerator, a low-flow showerhead, water heater pipe insulation, weatherstripping, caulking, spray foam, and an advanced power strip. In addition, customers gain access to prescriptive rebates for deeper energy efficiency retrofits. Rebate examples include: heat pump water heaters, central air conditioner, ductless heat pump, and air source heat pump.

### **Small Business Audit and Direct Install:**

#### **Current**

This program provides free energy audits to small businesses and allows for direct installation of high-efficiency equipment. A third-party contractor will provide a complimentary energy audit of the customer's facility. The Company will provide free direct installation of energy-saving products that may include nonresidential LED bulbs and fixtures, faucet aerators, low-flow showerheads, and pre-rinse spray valves.

#### **Proposed**

This program provides free energy audits, energy education, and installation of energy conservation measures to small businesses.

### **Non-Residential Demand Response:**

#### **Current**

This program may employ (as needed) interfaces to customer equipment to help reduce the demand for electricity during peak times. The program communicates with the interfaces to cycle equipment. This program has an approved flexible incentive structure. The Company will notify customers in advance of peak demand

events. The incentive rate is up to \$75 per kW curtailed. The incentive amount that a participant receives will continue to be calculated based on the actual demand reduction achieved by the participant over the entire year's events.

Qualifying Rate Schedules: PS, TODS, TODP, RTS, and FLS customers with at least a 200 kW demand and a minimum load reduction capability of at least 50 kW. Curtailable Service Rider (CSR) customers are not eligible for participation in this program.

**Proposed**

This program may employ (as needed) interfaces to customer equipment to help reduce the demand for electricity during peak times. The program communicates with the interfaces to cycle equipment. This program has an approved flexible incentive structure. The Company will notify customers in advance of peak demand events. The incentive rate is up to \$75 per kW-year curtailed. The incentive amount that a participant receives will continue to be calculated based on the actual demand reduction achieved by the participant over the entire contract year's events.

Qualifying Rate Schedules: GS customers with twelve (12) month-average maximum monthly loads exceeding 50 kW who were receiving service under P.S.C. No. 13, Fourth Revision of Original Sheet No. 10 as of February 6, 2009, and chose to continue being served under Rate GS, PS, TODS, TODP, RTS, EHLF, and FLS customers with at least a 200 kW demand and a minimum load reduction capability of at least 50 kW. Curtailable Service Rider (CSR) customers are not eligible for participation in this program.

**Environmental Cost Recovery Surcharge**

**Availability of Service:**

**Current**

This schedule is mandatory to all rate schedules listed in Section 1 of the General Index except Rate PSA and Special Charges, all Pilot Programs listed in Section 3 of the General Index, and the FAC (including OSS) and DSM Adjustment Clauses. Rate schedules subject to this adjustment clause are divided into Group 1 or Group 2 as follows:

Group 1: Rates RS; RTOD-Energy; RTOD-Demand; VFD; LS; RLS; LE; and TE.

Group 2: Rates GS; GTOD-Energy; GTOD-Demand; PS; TODS; TODP; RTS; FLS; EVSE; EVC-L2; EVC-FAST; and OSL.

**Proposed**

This schedule is mandatory to Standard Rate Schedules listed in Section 1 of the General Index except Rate PSA and Special Charges, all Pilot Programs listed in Section 3 of the General Index, and Adjustment Clauses (Fuel Adjustment Clause (including Off-System Sales Adjustment Clause), Demand-Side Management Cost Recovery Mechanism, Retired Asset Recovery, and Renewable Power Purchase Agreement Adjustment Clause). Rate schedules subject to the ECR adjustment clause are divided into Group 1 or Group 2 as follows:

Group 1: Rates RS; RTOD-Energy; RTOD-Demand; VFD; LS; RLS; LE; and TE.

Group 2: Rates GS; GTOD-Energy; GTOD-Demand; PS; TODS; TODP; RTS; EHLF; FLS; EVSE; EVC-L2; EVC-FAST; and OSL.

**Definitions:**

**Current**

1. For all Plans,  $E(m) = [(RB/12) (ROR + (ROR - DR) (TR / (1 - TR)))] + OE - BAS + BR$

a. RB is the Total Environmental Compliance Rate Base.

b. ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall rate of return [cost of short-term debt, long-term debt, preferred stock, and common equity].

c. DR is the Debt Rate [cost of short-term debt and long-term debt].

d. TR is the Composite Federal and State Income Tax Rate.

e. OE is the Operating Expenses. OE includes operation and maintenance expense recovery authorized by the Kentucky Public Service Commission in all approved ECR Plan proceedings.

- f. BAS is the total proceeds from by-product and allowance sales.
- g. BR is the operation and maintenance expenses, and/or revenues if applicable, associated with Beneficial Reuse.
- h. Plans are the environmental surcharge compliance plans submitted to and approved by the Kentucky Public Service Commission pursuant to KRS 278.183.

**Proposed**

1. For all Plans,  $E(m) = [(RB/12) (ROR + (ROR - DR) (TR / (1 - TR)))] + OE - AS + BR$

- a. RB is the Total Environmental Compliance Rate Base.
- b. ROR is the Rate of Return on Environmental Compliance Rate Base, designated as the overall rate of return (cost of short-term debt, long-term debt, preferred stock, and common equity) as approved by the Kentucky Public Service Commission pursuant to KRS 278.183.
- c. DR is the Debt Rate (cost of short-term debt and long-term debt).
- d. TR is the Composite Federal and State Income Tax Rate.
- e. OE is the Operating Expenses. OE includes operation and maintenance expense recovery authorized by the Kentucky Public Service Commission in all approved ECR Plan proceedings.
- f. AS is the total proceeds from allowance sales.
- g. BR is the operation and maintenance expenses and/or revenues, as applicable, associated with Beneficial Reuse.
- h. Plans are the environmental surcharge compliance plans submitted to and approved by the Kentucky Public Service Commission pursuant to KRS 278.183.

**Other**

The Company proposes to apply the approved return on equity in this proceeding to Adjustment Clause ECR beginning with the January 2026 expense month.

**Retired Asset Recovery Adjustment Clause - RAR**

**Current**

**AVAILABILITY OF SERVICE**

This schedule is mandatory to all rate schedules listed in Section 1 of the General Index except Rate PSA and Special Charges and all Pilot Programs listed in Section 3 of the General Index. Rate schedules subject to this adjustment clause are divided into Group 1 or Group 2 as follows:

Group 1: Rates RS; RTOD-Energy; RTOD-Demand; VFD; LS; RLS; LE; and TE.

Group 2: Rates GS; GTOD-Energy; GTOD-Demand; PS; TODS; TODP; RTS; FLS; EVSE; EVC-L2; EVC-FAST; and OSL.

**RATE**

The monthly billing amount under each of the schedules to which this rider is applicable, shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

$$\text{Group RAR Billing Factor} = \text{Group } E(m) / \text{Group } R(m)$$

As set forth below, Group E(m) is the sum of Jurisdictional E(m) of each approved retirement-related regulatory asset revenue requirement for the current expense month allocated to each of Group 1 and Group 2. Group R(m) for Group 1 is the twelve (12) month average revenue for the current expense month and for Group 2 it is the twelve (12) month average non-fuel revenue for the current expense month.

**DEFINITIONS**

- 1. Retirement Assets are the regulatory assets and associated ADIT created after the date of the Commission's Final Order in Case No. 2020-00350 for the Retirement Costs of generating assets retired and other site-related assets that will not continue in use.

2. Retirement Costs include the net book value, materials and supplies that cannot be used economically at other plants owned by Company, and removal costs and salvage credits, net of related accumulated deferred income tax ("ADIT"). Related ADIT shall include the tax benefits from tax losses.
3. For each Retirement Asset, E(m) is the monthly levelized expense required to amortize the Retirement Asset over a 10-year amortization period beginning with the month in which the Retirement Asset is created. E(m) includes a weighted average cost of capital component using the most recently approved base rate return on equity and adjusted for the Company's composite federal and state income tax rate.
4. Total E(m) (sum of each approved Retirement Asset revenue requirement) is multiplied by the Jurisdictional Allocation Factor. Jurisdictional E(m) is adjusted for any (Over)/Under collection or prior period adjustment and by the subtraction of the Revenue Collected through Base Rates for the Current Expense month to arrive at Adjusted Net Jurisdictional E(m). Adjusted Net Jurisdictional E(m) is allocated to Group 1 and Group 2 on the basis of Revenue as a Percentage of Total Revenue for the twelve (12) months ending with the Current Month to arrive at Group 1 E(m) and Group 2 E(m).
5. The Group 1 R(m) is the average of total Group 1 monthly base revenue for the twelve (12) months ending with the current expense month. Base revenue includes customer, energy, and lighting charges for each rate schedule included in Group 1 to which this rider is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause, Environmental Cost Recovery Surcharge, Off-System Sales Adjustment Clause, and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 1.
6. The Group 2 R(m) is the average of total Group 2 monthly base non-fuel revenue for the twelve (12) months ending with the current expense month. Base non-fuel revenue includes customer, non-fuel energy, and demand charges for each rate schedule included in Group 2 to which this rider is applicable and automatic adjustment clause revenues for the Environmental Cost Recovery Surcharge and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 2. Non-fuel energy is equal to the tariff energy rate for each rate schedule included in Group 2 less the base fuel factor as defined on Sheet No. 85.1, Paragraph 6.
7. Current expense month (m) shall be the second month preceding the month in which the Retired Asset Recovery Rider is billed.

### **Proposed**

#### **AVAILABILITY OF SERVICE**

This schedule is mandatory to all rate schedules listed in Section 1 of the General Index except Rate PSA and Special Charges and all Pilot Programs listed in Section 3 of the General Index. Rate schedules subject to this adjustment clause are divided into Group 1 or Group 2 as follows:

Group 1: Rates RS; RTOD-Energy; RTOD-Demand; VFD; LS; RLS; LE; and TE.

Group 2: Rates GS; GTOD-Energy; GTOD-Demand; PS; TODS; TODP; RTS; EHLF; FLS; EVSE; EVC-L2; EVC-FAST; and OSL.

#### **RATE**

The monthly billing amount under each of the schedules to which this adjustment clause is applicable shall be increased or decreased by a percentage factor calculated in accordance with the following formula.

$$\text{Group RAR Billing Factor} = \text{Group E(m)} / \text{Group R(m)}$$

As set forth below, Group E(m) is Adjusted E(m) for the current expense month allocated to each of Group 1 and Group 2. Group R(m) for Group 1 is the twelve (12) month average revenue for the current expense month and for Group 2 it is the twelve (12) month average non-fuel revenue for the current expense month.

#### **DEFINITIONS**

1. For a retired generating unit and its other site-related assets that will not continue in use, Retirement Costs

are the unrecovered amounts of net book value, materials and supplies that cannot be used economically at other plants owned by Company, and costs of removal (i.e., decommissioning and demolition costs net of salvage credits).

2.A Retired Asset is a retired generating unit's Retirement Costs net of related accumulated deferred income tax ("ADIT"). Related ADIT shall include the tax benefits from tax losses.

3.E(m) is (a) the sum of the monthly levelized expense required to amortize each retired generating unit's Retirement Costs over a 10-year amortization period beginning with the month after the month in which the related generating unit retires less (b) the sum of the depreciation expense and return component embedded in base rates for each retired generating unit. E(m) includes a weighted average cost of capital component applied to the Retired Asset using the most recently approved base rate return on equity and adjusted for the Company's composite federal and state income tax rate.

4.E(m) is adjusted for any (Over)/Under collection or prior period adjustment to arrive at Adjusted E(m). Adjusted E(m) is allocated to Group 1 and Group 2 on the basis of Revenue as a Percentage of Total Revenue for the twelve (12) months ending with the Current Month to arrive at Group 1 E(m) and Group 2 E(m).

5.The Group 1 R(m) is the average of total Group 1 monthly base revenue for the twelve (12) months ending with the current expense month. Base revenue includes customer, energy, and lighting charges for each rate schedule included in Group 1 to which this adjustment clause is applicable and automatic adjustment clause revenues for the Fuel Adjustment Clause, Environmental Cost Recovery Surcharge, Off-System Sales Adjustment Clause, and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 1.

6.The Group 2 R(m) is the average of total Group 2 monthly base non-fuel revenue for the twelve (12) months ending with the current expense month. Base non-fuel revenue includes customer, non-fuel energy, and demand charges for each rate schedule included in Group 2 to which this rider is applicable and automatic adjustment clause revenues for the Environmental Cost Recovery Surcharge and the Demand-Side Management Cost Recovery Mechanism as applicable for each rate schedule in Group 2. Non-fuel energy is equal to the tariff energy rate for each rate schedule included in Group 2 less the base fuel factor as defined on Sheet No. 85.1, Paragraph 6.

7.Current expense month (m) shall be the second month preceding the month in which the Retired Asset Recovery Adjustment Clause is billed.

**New – Renewable Power Purchase Agreement Adjustment Clause - RPPA**

**Applicable:**

In all territory served.

**Availability:**

Mandatory to all electric rate schedules.

**Rate:**

The monthly RPPA Adjustment Factor per kWh delivered under each of the schedules to which this mechanism is applicable shall be calculated in accordance with the following formula:

$$\text{RPPA Adjustment Factor} = ( \text{RPPA}(m) - \text{REC}(m) + \text{BA}(m) ) / \text{S}(m)$$

Where, in the current period (m) as defined in 807 KAR 5:056:

- “RPPA” is the cost of all renewable power purchase agreements approved by the Commission for cost recovery through Adjustment Clause RPPA (“Approved RPPAs”);
- “REC” is (a) all revenue from sales of environmental attributes, including renewable energy certificates, resulting from Approved RPPAs, minus (b) all costs of such sales, including without limitation all costs of making such environmental attributes saleable (e.g., certification and recordation costs);
- “BA” is the balancing adjustment to account for the over- or under-collection of revenues in the billing period due to differences between the kWh sales (S) for the current period (m) and the billing period; and
- “S” is the kWh sales.

The RPPA Adjustment Factor will be applied as set out below.

1. The monthly amount computed under each of the rate schedules to which the RPPA is applicable shall be increased or decreased by the RPPA Adjustment Factor.
2. Current expense month (m) shall be the second month preceding the month in which the RPPA Adjustment Factor is billed.
3. The RPPA Adjustment Factor shall be filed with the Commission ten days before it is scheduled to go into effect, along with all the necessary supporting data to justify the amount of the adjustments, which shall include data and information as may be required by the Commission.

### **Terms and Conditions – Customer Responsibilities**

**Application for Service:**

The Company proposes to add “electronic mail address” to the items it may require of any party applying for service.

**Liability:**

**Current**

Customer assumes all responsibility for the electric service upon Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.

**Proposed**

Customer assumes all responsibility for the electric service upon Customer's premises at and from the point of delivery of electricity and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity, occasioned by such electricity or said wires and equipment, except where Company’s gross negligence or willful misconduct is the sole and proximate cause of said injury or damage.

**Permits, Easement, and Rights of Way:**

**Current**

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company's distribution lines, Customer shall obtain from the property owner or owners the necessary consent to the installation and maintenance in said premises and in or about

such intervening property of all such wiring or other Customer-owned electrical equipment as may be necessary or convenient for the supply of electric service to Customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, Company shall obtain the aforementioned consent.

The construction of electric facilities to provide service to a number of Customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a Customer's premises be used to supply service to neighboring Customers. Accordingly, each customer taking Company's electric service shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by Company in a reasonable manner and with due regard for the convenience of Customer.

Company shall make or cause to be made application for any necessary street permits, and shall not be required to supply service under Customer's application until a reasonable time after such permits are granted.

**Proposed**

Regarding any and all Customer-owned property, Customer shall grant at no cost to Company or its agent all easements, rights of way, or other consents necessary to allow Company to serve Customer's premises and equipment. Company shall obtain all other permits (including without limitation any necessary street permits), easements, rights of way, or certificates necessary to install and maintain Company-owned facilities. Company shall not be required to supply service under Customer's application until a reasonable time after all required permits (including without limitation any necessary street permits), easements, rights of way, or certificates are granted or otherwise obtained.

The construction of electric facilities to provide service to a number of Customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain wires, guys, poles, or other appurtenances on a Customer's premises be used to supply service to neighboring Customers as well as Customer. Accordingly, insofar as such facilities also serve Customer, Customer shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by Company in a reasonable manner and with due regard for the convenience of Customer.

**Terms and Conditions – Company Responsibilities**

**New – Incidental or Occasional Utility-Related Services:**

Upon Customer's request, Company may perform incidental or occasional utility-related services not addressed by other tariff provisions. If Company agrees to perform such Customer-requested services, Company will bill Customer for reimbursement of Company's costs, including without limitation costs of materials and labor required to perform such services.

**COMPANY NOT LIABLE FOR INTERRUPTIONS**

**Current**

Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay, or failure of electric service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

**Proposed**

Company will exercise reasonable care and diligence in an endeavor to supply service continuously and without interruption but does not guarantee continuous service. Company shall not be liable for any loss, injury, or damage resulting from interruption, reduction, delay, or failure of electric service except where Company's willful misconduct is the sole and proximate cause of said loss, injury, or damage.

## **COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES**

### **Current**

Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of Customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of Company.

### **Proposed**

Company is merely a supplier of electricity delivered to the point of connection of Company's and Customer's facilities, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of Customer or of third persons resulting from the presence, use or abuse of electricity on Customer's premises or resulting from defects in or accidents to any of Customer's wiring, equipment, apparatus, or appliances, or resulting from any cause whatsoever except where Company's negligence or willful misconduct is the sole and proximate cause of said injury or damage.

### **Terms and Conditions – Billing**

#### **Meter Readings and Bills**

##### **New Language Added**

All Customers for whom Company has an email address on file will receive paperless bills by default. Customers may opt out of paperless billing by contacting Company to request paper bills by mail.

### **Terms and Conditions – Deposits**

#### **Current**

##### **GENERAL**

1. Company may require a cash deposit or other guaranty from Customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8 except for Customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.
2. Deposits may be required from all Customers not meeting satisfactory credit and payment criteria. Satisfactory credit for Customers will be determined by utilizing independent credit sources (primarily utilized with new Customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
  - a. Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
  - b. Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service
3. Company may offer residential or general service customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first six (6) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
4. Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

##### **RESIDENTIAL**

1. Residential Customers are those Customers served under Residential Service Rate RS - Sheet No. 5, Residential Time-of-Day Energy Service Rate RTOD-Energy – Sheet No. 6, and Residential Time-of-Day Demand Service Rate RTOD-Demand – Sheet No. 7.

2. The deposit for a residential Customer is in the amount of \$160.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d)(2). For combination gas and electric Customers, the total deposit will be \$260.00.
3. Company shall retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
4. If a deposit is held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
5. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

### **GENERAL SERVICE**

1. General service Customers are those Customers served under General Service Rate GS, Sheet No. 10, General Time-of-Day Energy Service Rate GTOD-Energy Sheet No. 11, and General Time-of-Day Demand Service Rate GTOD-Demand Sheet No. 12.
2. The deposit for a general service customer is in the amount of \$240.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d)(2). The deposit for a General Service Customer may be waived when the General Service delivery is to a detached building used in conjunction with a Residential Service and the General Service energy usage is no more than 300 kWh per month.
3. Company shall retain Customer's deposit as long as Customer remains on service.
4. For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten percent (10%), Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
5. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

### **OTHER SERVICE**

1. The deposit for all other Customers, those not classified herein as residential or general service, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR5:006, Section 8(1)(d)(1).
2. For Customers not meeting the parameters of GENERAL SERVICE ¶ 2, above, Company may retain Customer's deposit as long as Customer remains on service.
3. For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten percent (10%), Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
4. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

### **Proposed GENERAL**

1. To the extent set forth herein, Company will require a cash deposit or other guaranty from Customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8 except for Customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship

## Reconnection.

2. Deposits will be required from all Customers not meeting satisfactory credit and payment criteria. Satisfactory credit for Customers will be determined by utilizing independent credit sources (primarily utilized with new Customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.

a. Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit or financial watch services.

b. Satisfactory payment criteria with Company will be established by timely paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service, and having no history of fraud or attempted gaming of Company's payment or deposit requirements to obtain service.

3. To the extent set forth herein, Company will allow residential and general service Customers to pay any required deposit(s) in equal installments over the first six normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.

4. Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills. If interest is paid or credited to Customer's bill prior to 12 months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.

5. Any deposit, surety bond, letter of credit, or other form of security currently held by or later provided to Company by Customer to secure payment of Customer's bills for a particular account with Company shall also secure any and all other obligations owing to Company by Customer. Should Customer fail to timely pay or perform any obligation owing by it to Company on any one or more of its accounts, Company may apply any security held by it for Customer, regardless of the account for which it was given, to satisfy Customer's outstanding obligations.

6. For Customer's account to be in "good standing," Customer must not have:

- a. Received a disconnection notice, late payment notice, or budget reminder letter from Company;
- b. Defaulted on a payment installment plan arranged with Company;
- c. Issued a payment to Company that was returned for insufficient funds or any other reason; or
- d. Engaged in an unauthorized reconnection of service or diversion of service.

## **RESIDENTIAL**

1. Residential Customers are those Customers served under Residential Service Rate RS - Sheet No. 5, Residential Time-of-Day Energy Service Rate RTOD-Energy – Sheet No. 6, and Residential Time-of-Day Demand Service Rate RTOD-Demand – Sheet No. 7.

2. The deposit amount for a residential Customer is \$160.00, which is calculated in accordance with 807 KAR 5:006, Section 8(1)(d)(2).

3. The criteria Company uses to determine whether to require a deposit from a residential Customer are below.

a. For a Customer not currently taking any service from Company

i. Company will run a credit check with Customer's permission and if results indicates a deposit should be charged, Customer will be required to pay a deposit.

ii. If Customer refuses to allow Company to run a credit check or does not provide information needed to run a credit check, Company will require Customer to pay a deposit.

iii. If a residential Customer adds a General Service meter for a detached structure such as a barn or garage and if Company anticipates the new structure will consume less than 300 kWh per month, Company will not require a deposit for the General Service meter. If Company anticipates the new structure will consume 300 kWh or more per month, Company will require a deposit for the General Service meter in accordance with the General Service deposit provisions below.

b. For a Customer currently taking any service from Company for which the Company is holding a deposit and Customer is requesting service for another premise:

- i. Company will require a deposit for the new service if in the last 12 months Customer has had any account(s) not in good standing.
- ii. If Customer disputes Company's deposit requirement for the new service based on Customer's payment history, Company will, with Customer's permission and provision of any required information, run a credit check. If the results indicate a deposit is not needed, Company will not require Customer to pay a deposit for the new service.
- c. If Customer seeks to transfer existing service to another premise:
  - i. If Company is not currently holding a deposit for Customer for Customer's existing active service, Company will not require a deposit from Customer for the new service at Customer's new premise.
  - ii. If Company is currently holding a deposit for Customer for Customer's existing service, Company will not require a new or additional deposit from Customer for the new service at Customer's new premise, and Customer's move will not affect the date Company will review the deposit for release thereof. Also, if Customer is making deposit installment payments for service at Customer's current premise, the same installment payments made and interest thereon will transfer to Customer's service at Customer's new premise, and Customer's deposit payment installment plan will also transfer to Customer's service at Customer's new premise.
- d. If Company is not currently holding a deposit for Customer and if Customer's service is disconnected for non-payment and is subsequently reconnected, Company will require a full deposit from Customer to resume service. Consistent with 807 KAR 5:006 Section 16, this requirement does not apply to winter hardship reconnections.
- e. If Customer is financially responsible for the service of another Customer and the financially responsible Customer is taking over the other Customer's existing service:
  - i. If the existing Customer's account is in good standing and the financially responsible Customer taking over the existing service has no past-due balance(s) on any account(s) with Company, Company will not require a deposit from the financially responsible Customer to take over the existing service.
  - ii. If the existing Customer's account is not in good standing, Company will run a credit check on the financially responsible Customer (with the Customer's permission).
    1. If Company runs a credit check on Customer and the results indicate a deposit is not needed, Company will not require Customer to pay a deposit.
    2. If Customer refuses to allow Company to run a credit check or does not provide information needed to run a credit check, Company will require Customer to pay a deposit.
    3. If Company runs a credit check on Customer and the results indicate a deposit is needed, Company will require Customer to pay a deposit.
- f. If Customer is deceased, Company will not require a new deposit of the Customer assuming responsibility for the service on behalf of the deceased Customer.
  4. Company shall retain Customer's deposit for a period not to exceed 12 months, if Customer has met satisfactory payment and credit criteria.
  5. If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at Customer's request and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
  6. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

## **GENERAL SERVICE**

1. General Service Customers are those Customers served under General Service Rate GS, Sheet No. 10, General Time-of-Day Energy Service Rate GTOD-Energy Sheet No. 11, and General Time-of-Day Demand Service Rate GTOD-Demand Sheet No. 12.
2. The deposit amount for a General Service Customer is \$240.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d)(2).

3. The criteria Company uses to determine whether to require a deposit from a General Service Customer are below.
  - a. Company will require a deposit from all new General Service Customers with one exception: Company will waive the deposit for a General Service Customer if the service is for a detached building used in conjunction with a Residential Service and the General Service energy usage is no more than 300 kWh per month.
  - b. If Customer currently takes any service from Company and requests service for another premise, Company will require a deposit for the new service if in the last 36 months Customer has had any account(s) not in good standing.
  - c. If Customer seeks to transfer existing service to another premise:
    - i. If Company is not currently holding a deposit for Customer for Customer's existing active service, Company will not require a deposit from Customer for the new service at Customer's new premise.
    - ii. If Company is currently holding a deposit for Customer for Customer's existing service, Company will not require a new or additional deposit from Customer for the new service at Customer's new premise, and Customer's move will not affect the date Company will review the deposit for release thereof. Also, if Customer is making deposit installment payments for service at Customer's current premise, the same installment payments made and interest thereon will transfer to Customer's service at Customer's new premise, and Customer's deposit payment installment plan will also transfer to Customer's service at Customer's new premise.
    - iii. If Customer moves to a new premise at which Customer will take more services from Company (i.e., both electric and gas service) than Customer currently takes from Company at Customer's existing premise (i.e., electric or gas service only), Company will not require an additional deposit for the additional service.
    - iv. If Customer moves to a new premise at which Customer will take fewer services from Company (i.e., electric or gas service only) than Customer currently takes from Company at Customer's existing premise (i.e., both electric and gas service), Company will apply to Customer's final bill at Customer's existing premise any existing deposit and accumulated interest in excess of the deposit required for the service Customer will take at Customer's new premise.
  - d. If Customer's service is disconnected for non-payment and is subsequently reconnected, Company will require a full deposit from Customer to resume service.
  - e. If Customer is financially responsible for the service of another Customer and the financially responsible Customer is taking over the other Customer's existing service, Company will require the financially responsible Customer to pay a deposit.
4. Company shall retain Customer's deposit as long as Customer remains on service.
5. For a deposit held longer than 18 months, the deposit will be recalculated at Customer's request and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than 10%, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
6. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

#### **OTHER SERVICE**

1. For all other Customers, the deposit shall be 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR5:006, Section 8(1)(d)(1).
2. The criteria Company uses to determine whether to require a deposit from such a Customer are below.
  - a. Company will require a deposit from all new Customers.
  - b. Company will require a deposit for any new service with a contract demand of at least 250 kW.
  - c. For a Customer currently taking any service from Company and requesting another service under Rate PS, Company will require a deposit for the new service if in the last 36 months Customer has had

any account not in good standing.

d. If Customer seeks to transfer existing service to another premise:

i. If Company is not currently holding a deposit for Customer's existing service, Company will not require a deposit from Customer.

ii. If Company is currently holding a deposit for Customer's existing service, Company will not require a new or additional deposit from Customer, and Customer's move will not affect the date Company will review the deposit for release. Also, if Customer is making deposit installment payments for service at Customer's current premise, the same installment payments made and interest thereon will transfer to Customer's service at Customer's new premise, and Customer's deposit payment installment plan will also transfer to Customer's service at Customer's new premise.

iii. If Customer moves to a new premise at which Customer will take more services from Company (i.e., both electric and gas service) than Customer currently takes from Company at Customer's existing premise (i.e., electric or gas service only), Company will not require an additional deposit for the additional service.

iv. If Customer moves to a new premise at which Customer will take fewer services from Company (i.e., electric or gas service only) than Customer currently takes from Company at Customer's existing premise (i.e., both electric and gas service), Company will apply to Customer's final bill at Customer's existing premise any existing deposit and accumulated interest in excess of the deposit required for the service Customer will take at Customer's new premise.

e. If Customer's service is disconnected for non-payment and is subsequently reconnected, Company will require a full deposit from Customer to resume service.

f. If Customer is financially responsible for the service of another Customer and the financially responsible Customer is taking over the other Customer's existing service, Company will require the financially responsible Customer to pay a deposit.

3. Company shall retain Customer's deposit as long as Customer remains on service.

4. For a deposit held longer than 18 months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than 10%, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

5. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

### **New - Terms and Conditions – Pre-Pay Program**

#### **AVAILABILITY**

Available to all residential customers not on net metering, RTOD-E, RTOD-D, GS, GTOD-E, or GTOD-D.

D. Customers must:

- Have email and text capability on file with the Company
- Have an AMI meter
- Not possess a past due balance greater than \$250
- Not have a medical alert, disconnection moratorium, or special rider and cannot participate in budget billing, flex pay, or auto pay programs

#### **TERMS AND CONDITIONS**

1. All customers participating in the Pre-Pay Program will be subject to the applicable rates, rules, and regulations of their associated standard rate schedule.

2. Any customer choosing to enroll in the Pre-Pay Program shall sign a Pre-Pay Program Service Agreement. The Agreement shall remain in effect until the customer notifies the Company of their intention to cancel the Agreement.

3. Customers enrolling in the program will require a minimum starting account balance of \$30. The current security deposit on file with the Company qualifies.

4. All non-energy charges (Franchise Fee, HEA, etc.) will be pro-rated daily across a customer's monthly billing cycle.
5. A Pre-Pay Program customer will be disconnected without a disconnection notice if the balance becomes negative.
6. If disconnected, customers will be required to have an account balance of \$30 before they will be reconnected.
7. If a request for disconnection of a Pre-Pay Program account is made, any remaining balance will be transferred to other active accounts, or if not applicable, or refunded.
8. Program participants may not possess a past due balance greater than \$250. If a customer has a past due balance, 30% of each payment will be applied towards the past due balance.
9. Program participants will receive an electronic monthly bill by email and text.
10. Customers will receive low-funds notifications at pre-determined triggers. Customers may also add their own triggers as well.
11. Customers may use all existing payment channels to add funds to their account.
12. Customers that choose to leave the prepay program for the standard residential program will need to provide a security deposit as required in the applicable standard rate schedule.
13. Customers that choose to leave the Pre-Pay Program for service under another tariff will not be allowed to return to the program for twelve (12) months.
14. Program participants will not be eligible for Hardship Waivers or Medical Letters.
15. Low-income agencies will be able to provide financial assistance to prepay customers.
16. If the AMI meter stops communicating, LKE will take steps necessary to secure a daily reading such as adding additional equipment. Until the readings are secured, the daily process is suspended as well. However, when the reading is secured, the billing process will resume and be deducted from the credit balance.

### **Terms and Conditions – Discontinuance of Service**

#### **Current**

3. When Customer or Applicant refuses or neglects to provide reasonable access and/or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given fifteen (15) days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail), of Company's intention to discontinue or refuse service.
8. For non payment of bills. Company shall have the right to discontinue service for non payment of bills after Customer has been given at least ten days written notice separate from Customer's original bill. Cut off may be effected not less than twenty-seven (27) days after the mailing date of original bills unless, prior to discontinuance, a residential Customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, (either mailed or otherwise delivered, including, but not limited to, electronic mail), of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

#### **Proposed**

3. When Customer or Applicant refuses or neglects to provide reasonable access or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given ten (10) days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail), of Company's intention to discontinue or refuse service.
8. For non payment of bills. Company shall have the right to discontinue service for non payment of bills after Customer has been given at least ten days written notice separate from Customer's original bill. Cut off may be effected not less than twenty-seven (27) days after the mailing (with "mailing" to include all other reasonable forms of delivering written communications, including without limitation electronic

mailing) date of original bills unless, prior to discontinuance, a residential Customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing (either mailed or otherwise delivered, including, but not limited to, electronic mail), of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

### **Terms and Conditions – Line Extension Plan**

#### **4b. Normal Line Extensions**

##### **Current**

Where Non-Residential Customer requires poly-phase distribution service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company shall provide at its own expense the requested line extension, but only to the extent that the cost of the requested extension does not exceed the lesser of (i) the cost of a comparable overhead extension (if an underground extension is requested) or (ii) five (5) times Customer's estimated annual net revenue, where "net revenue" is defined as Customer's total revenue less base fuel, Fuel Adjustment Clause, Off-System Sales, Demand Side Management, franchise fees, and school taxes. Company may require Non-Residential Customer to pay in advance a non-refundable amount for the additional cost above the five (5) times net revenue calculation to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ a. above. Customer must commit to a minimum contract term of five (5) years.

##### **Proposed**

Where Non-Residential Customer requires poly-phase distribution service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company shall provide at its own expense the requested line extension, but only to the extent that the cost of the requested extension does not exceed the lesser of (i) the cost of a comparable overhead extension (if an underground extension is requested) or (ii) five (5) times Customer's estimated annual net revenue, where "net revenue" is defined as Customer's total revenue less base fuel, Fuel Adjustment Clause, Off-System Sales, Environmental Cost Recovery Surcharge, Demand Side Management, Retired Asset Recovery, Renewable Power Purchase Agreement Adjustment Clause, franchise fees, and school taxes. Company may require Non-Residential Customer to pay in advance a non-refundable amount for the additional cost above the five (5) times net revenue calculation to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ a. above. Customer must commit to a minimum contract term of five (5) years.

#### **5e. Other Line Extensions**

##### **Current**

Where Non-Residential Customer requires poly-phase distribution service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company shall provide at its own expense the requested line extension, but only to the extent that the cost of the requested extension does not exceed the lesser of (i) the cost of a comparable overhead extension (if an underground extension is requested) or (ii) five (5) times Customer's estimated annual net revenue, where "net revenue" is defined as Customer's total revenue less base fuel, Fuel Adjustment Clause, Demand Side Management, franchise fees, and school taxes. Company may require Non-Residential Customer to pay in advance a non-refundable amount for the additional cost above the five (5) times net revenue calculation to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ a. above.

##### **Proposed**

Where Non-Residential Customer requires poly-phase distribution service or transformer capacity in excess of 25 kVA and Company provides such facilities, Company shall provide at its own expense the requested line extension, but only to the extent that the cost of the requested extension does not exceed the lesser of (i) the cost of a comparable overhead extension (if an underground extension is requested) or (ii) five (5) times Customer's estimated annual net revenue, where "net revenue" is defined as Customer's total revenue less base fuel, Fuel Adjustment Clause, Off-System Sales, Environmental Cost Recovery Surcharge, Demand Side Management, Retired Asset Recovery, Renewable Power Purchase

Agreement Adjustment Clause, franchise fees, and school taxes. Company may require Non-Residential Customer to pay in advance a non-refundable amount for the additional cost above the five (5) times net revenue calculation to Company in providing facilities above that required in NORMAL LINE EXTENSIONS ¶ a. above.

**New - Terms and Conditions – Rules for Transmission-Level  
Retail Electric Service Studies and Related Implementation**

**Costs**

**REQUESTS TO STUDY TRANSMISSION-LEVEL RETAIL ELECTRIC SERVICE**

For the purposes of this section of Company's Terms and Conditions, "transmission-level retail electric service" means any proposed retail electric service requiring Company to submit a Transmission Service Request to Company's Independent Transmission Organization.

Upon request, Company will cause to be studied the requirements and costs to provide transmission-level retail electric service to new or existing facilities according to the terms and conditions set forth herein (such study is the "Service Study"; the service studied is the "Studied Service"). Company will provide the resulting cost estimates to the party requesting the Service Study ("Requester"). Company will process such requests as it deems most likely to result in the orderly and economical processing thereof, not necessarily in the order received.

Requester will reimburse Company for all Service Study-related costs, including without limitation the costs of studies required to be conducted by third parties, including those conducted by Company's Independent Transmission Organization.

**RESPONSIBILITY FOR IMPLEMENTATION COSTS**

If Requester is not a Customer, Company will require Requester, one or more other responsible parties, or both (collectively "Responsible Parties") to enter into all contracts or other agreements Company deems necessary to ensure recovery of all implementation costs. If Requester is a Customer, Company will require Responsible Parties to enter into all contracts or other agreements Company deems necessary to ensure recovery of all implementation costs in excess of \$10 million.

Such contracts or other agreements will include without limitation requirements for Responsible Parties to provide adequate collateral, credit assurance, or other security satisfactory to Company in its sole discretion to ensure recovery of the costs described or contemplated herein.

**Terms and Conditions – Net Metering Service Interconnection  
Guidelines**

**Current**

**NET METERING SERVICE INTERCONNECTION GUIDELINES**

General – Customer shall operate the generating facility in parallel with Company's system under the following conditions and any other conditions required by Company where unusual circumstances arise not covered herein:

1. Customer to own, operate, and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage.
2. Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
3. Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.

4. Customer agrees to inform Company of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to Company in writing and obtain prior approval from Company.
5. Company will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and operating properly; however, Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof.
6. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence or willful misconduct of Company.

Level 1 – A Level 1 installation is defined as an inverter-based generator certified as meeting the requirements of Underwriters Laboratories Standard 1741 and meeting the following conditions:

1. The aggregated net metering generation on a radial distribution circuit will not exceed 15% of the line section's most recent one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.
2. The aggregated net metering generation on a shared singled-phase secondary will not exceed 20 kVA or the nameplate rating of the service transformer.
3. A single-phase net metering generator interconnected on the center tap neutral of a 240 volt service shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.  
A net metering generator interconnected to Company's three-phase, three-wire primary distribution lines, shall appear as a phase-to-phase connection to Company's primary distribution line.
5. A net metering generator interconnected to Company's three-phase, four-wire primary distribution lines, shall appear as an effectively grounded source to Company's primary distribution line.
6. A net metering generator will not be connected to an area or spot network.
7. There are no identified violations of the applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems".
8. Company will not be required to construct any facilities on its own system to accommodate the net metering generator.

Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." Company shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

Level 2 – A Level 2 installation is defined as generator that is not inverter-based; that uses equipment not certified as meeting the requirements of Underwriters Laboratories Standard 1741; or that does not meet one or more of the conditions required of a Level 1 net metering generator. A Level 2 Application will be approved if the generating facility meets Company's technical interconnection requirements. Those requirements are available on line at [www.lge-ku.com](http://www.lge-ku.com) and upon request.

Customer desiring a Level 2 interconnection shall submit a "LEVEL 2 - Application for Interconnection and Net Metering." Company shall notify Customer within 30 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, Company will notify Customer, and the time between notification and submission of the information shall not be counted

towards the 30 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company.

Customer submitting a "Level 2 - Application for Interconnection and Net Metering" will provide a non-refundable inspection and processing fee of \$100, and in the event that Company determines an impact study to be necessary, shall be responsible for any reasonable costs of up to \$1,000 of documented costs for the initial impact study.

Additional studies requested by Customer shall be at Customer's expense.

#### **CONDITIONS OF INTERCONNECTION**

Customer may operate his net metering generator in parallel with Company's system when complying with the following conditions:

1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by Company's technical interconnection requirements based on IEEE 1547, NEC, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with Company's system. Customer bears full responsibility for the installation, maintenance and safe operation of the net metering generating facility. Upon reasonable request from Company, Customer shall demonstrate compliance.

2. Customer shall represent and warrant compliance of the net metering generator with:

a. any applicable safety and power standards established by IEEE and accredited testing laboratories;

b. NEC, as may be revised from time-to-time;

c. Company's rules and regulations and Terms and Conditions, as may be revised by time-to-time by the Kentucky Public Service Commission;

d. the rules and regulations of the Kentucky Public Service Commission, as may be revised by time-to-time by the Kentucky Public Service Commission;

e. all other local, state, and federal codes and laws, as may be in effect from time-to-time.

3. Any changes or additions to Company's system required to accommodate the net metering generator shall be Customer's financial responsibility and Company shall be reimbursed for such changes or additions prior to construction.

4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Company to any of its other Customers or to any electric system interconnected with Company's electric system.

5. Customer shall be responsible for protecting, at Customer's sole cost and expense, the net metering generating facility from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Company shall be responsible for repair of damage caused to the net metering generator resulting solely from the negligence or willful misconduct on the part of Company.

6. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the net metering generator comply with the requirements of this rider.

Where required by Company, Customer shall furnish and install on Customer's side of the point of interconnection a safety disconnect switch which shall be capable of fully disconnecting Customer's net metering generator from Company's electric service under the full rated conditions of Customer's net metering generator. The external disconnect switch (EDS) shall be located adjacent to Company's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent

to the meter, Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the net metering generator is operational.

The disconnect switch shall be accessible to Company personnel at all times. Company may waive the requirement for an external disconnect switch for a net metering generator at its sole discretion, and on a case by case basis.

8. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require Customer to discontinue operation of the net metering generator if Company believes that:

a. continued interconnection and parallel operation of the net metering generator with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system;

b. the net metering generator is not in compliance with the requirements of this rider and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or

c. the net metering generator interferes with the operation of Company's electric system.

In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where Company is unable to immediately isolate or cause Customer to isolate only the net metering generator, Company may isolate Customer's entire facility.

9. Customer agrees that, without the prior written permission from Company, no changes shall be made to the generating facility as initially approved. Increases in net metering generator capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in net metering generator capacity is allowed without approval.

Customer shall protect, indemnify and hold harmless Company and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys' fees, for or on account of any injury or death of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating Customer's net metering generator or any related equipment or any facilities owned by Company, except where such injury, death or damage was caused or contributed to by the fault or negligence of Company or its employees, agents, representatives or contractors. The liability of Company to Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which Customer is taking service.

11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide Company with proof of such insurance at the time that application is made for net metering.

12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

13. Customer's generating facility is transferable to other persons or service locations only after notification to Company has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Customer, or location, Company will verify that the installation is in compliance with this tariff and provide written notification to the Customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, Company will notify Customer in writing and list what must be done to place the facility in compliance.

14. Customer shall retain any and all Renewable Energy Credits (RECs) generated by Customer's generating facilities.

## **TERMS AND CONDITIONS**

Except as provided herein, service will be furnished under Company's Terms and Conditions applicable hereto.

**Proposed**  
**GENERAL**

Net metering service shall be measured using a single meter or, as determined by Company, additional meters and shall be measured in accordance with standard metering practices by metering equipment capable of registering power flow in both directions for each time period defined by the applicable rate schedule. This net metering equipment shall be provided without any additional cost to Customer. This provision does not relieve Customer's responsibility to pay metering costs embedded in Company's Commission-approved base rates. Additional meters, requested by Customer, will be provided at Customer's expense.

Customer shall operate the generating facility in parallel with Company's system under the following conditions and any other conditions required by Company where unusual circumstances arise not covered herein:

1. Customer to own, operate, and maintain all generating facilities on their premises for the primary purpose of supplying all or part of the customer's own electricity requirements. Such facilities shall include, but not be limited to, necessary control equipment to synchronize frequency, voltage, etc., between Customer's and Company's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as Company's system voltage.
2. Customer will be responsible for ensuring an anti-islanding safety feature is in place as required by applicable codes and standards.
3. Customer will ensure that all generating facilities comply with the Company's Interconnection Requirements for Customer-Sited Distributed Generation. Those requirements are available on line at [www.lge-ku.com](http://www.lge-ku.com) and upon request.
4. Customer shall allow data communications between the Customer's distributed generation equipment and the Company's control systems or other assets, where required by the Company for planning, coordination, reliability, or power quality purposes.
5. Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with Company's system.
6. Customer will be responsible for any damage done to Company's equipment due to failure of Customer's control, safety, or other equipment.
7. Customer agrees to inform Company of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to Company in writing and obtain prior approval from Company.
8. Company will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and operating properly; however, Company will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof.
9. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from Company and for the wires and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of electricity from Company, occasioned by such electricity or said wires and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence or willful misconduct of Company.

Customer recognizes that Company may or may not have adequate facilities to serve customer's total load at the time of any partial or full failure of customer's self-generation. Company will work with the customer to serve their load requirements which may be at additional cost to the customer.

Level 1 – A Level 1 installation is defined as an inverter-based generator certified as meeting the requirements of Institute of Electrical and Electronics Engineers (IEEE) Standard 1547, Underwriters Laboratories Standard 1741, and meeting the following conditions:

1. The aggregated net metering generation on a radial distribution circuit will not exceed 15% of the line section's most recent one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.
2. The aggregated net metering generation on a shared singled-phase secondary will not exceed 20 kVA or the nameplate rating of the service transformer.
3. A single-phase net metering generator interconnected on the center tap neutral of a 240 volt service shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
4. A net metering generator interconnected to Company's three-phase, three-wire primary distribution lines, shall appear as a phase-to-phase connection to Company's primary distribution line.
5. A net metering generator interconnected to Company's three-phase, four-wire primary distribution lines, shall appear as an effectively grounded source to Company's primary distribution line.
6. A net metering generator will not be connected to an area or spot network.
7. There are no identified violations of the applicable provisions of UL 1741 or IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems".
8. Company will not be required to construct or upgrade any facilities on its own system to accommodate the net metering generator.

Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." Company shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company. Following Company approval of an application, any deviations in the installation from the submitted plan must be re-submitted to the Company for approval. This includes, but is not limited to: modifications in generation capacity, equipment selection, installation methods, and installation of additional equipment. Any modification in generation capacity related to existing customers taking service under NMS-1 will cause their service to be transitioned to NMS-2. Customer submitting a "Level 1 - Application for Interconnection and Net Metering" will provide a non-refundable inspection and processing fee of \$100, and in the event that Company determines an impact study to be necessary, shall be responsible for any reasonable costs of up to \$1,000 of documented costs for the initial impact study.

Level 2 – A Level 2 installation is defined as generator that does not meet one or more of the conditions required of a Level 1 net metering generator; that is not inverter-based; or that uses equipment not certified as meeting the requirements of IEEE 1547 and UL 1741.

Customer desiring a Level 2 interconnection shall submit a "LEVEL 2 - Application for Interconnection and Net Metering." Company shall notify Customer within 30 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, Company will notify Customer, and the time between notification and submission of the information shall not be counted towards the 30 business days. Approval is contingent upon an initial inspection and witness test at the discretion of Company. Following Company approval of an application, any deviations in the installation from the submitted plan must be re-submitted to the Company for approval. This includes, but is not limited to: modifications in generation capacity, equipment selection, installation methods, and installation of additional equipment.

Customer submitting a "Level 2 - Application for Interconnection and Net Metering" will provide a non-refundable inspection and processing fee of \$100, and in the event that Company determines an impact

study to be necessary, shall be responsible for any reasonable costs of up to \$1,000 of documented costs for the initial impact study.

Additional studies requested by Customer shall be at Customer's expense.

### **CONDITIONS OF INTERCONNECTION**

Customer may operate his net metering generator in parallel with Company's system when complying with the following conditions:

1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by Company's Interconnection Requirements for Customer-Sited Distributed Generation, applicable codes and standards, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with Company's system. Customer bears full responsibility for the design installation, troubleshooting, maintenance and safe operation of the net metering generating facility. The customer acknowledges and agrees that any concerns relating to the generation system's performance, including but not limited to energy output, equipment malfunctions, or compliance with applicable codes and standards, shall be addressed solely by the customer and their installer. The utility shall be held harmless from any claims, damages, or liabilities arising from the operation or failure of the customer's generation system, including any impact on the customer's energy production or financial return on investment. The customer may request a meter calibration test at their expense. Upon reasonable request from Company, Customer shall demonstrate compliance.

2. Customer shall represent and warrant compliance of the net metering generator with:

- a. any applicable safety and power standards established by IEEE, UL and accredited testing laboratories;
- b. NFPA 70, National Electric Code (NEC), as may be revised from time-to-time;
- c. Company's Interconnection Requirements for Customer-Sited Distributed Generation;
- d. Company's rules and regulations and Terms and Conditions, as may be revised by time-to-time by the Kentucky Public Service Commission;
- e. the rules and regulations of the Kentucky Public Service Commission, as may be revised by time-to-time by the Kentucky Public Service Commission;
- f. all other local, state, and federal codes and laws, as may be in effect from time-to-time.

3. Any changes or additions to Company's system required to accommodate the net metering generator shall be Customer's financial responsibility and Company shall be reimbursed for such changes or additions prior to construction.

4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Company to any of its other Customers or to any electric system interconnected with Company's electric system.

5. Customer shall be responsible for protecting, at Customer's sole cost and expense, the net metering generating facility from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that Company shall be responsible for repair of damage caused to the net metering generator resulting solely from the negligence or willful misconduct on the part of Company.

Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the net metering generator comply with the requirements of this rider.

7. Where required by Company, Customer shall furnish and install on Customer's side of the point of interconnection a safety disconnect switch which shall be capable of fully disconnecting Customer's net metering generator from Company's electric service under the full rated conditions of Customer's net

metering generator. The external disconnect switch (EDS) shall be located adjacent to Company's meters or the location of the EDS shall be noted by placing a sticker on the meter and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the net metering generator is operational.

The disconnect switch shall be accessible to Company personnel at all times. Certain installations meeting a list of requirements specified in the Company's Interconnection Requirements for Customer-Sited Distributed Generation may be exempt from the EDS requirement. Company may waive the requirement for an external disconnect switch for a net metering generator at its sole discretion, and on a case by case basis.

8. Company shall have the right and authority at Company's sole discretion to isolate the generating facility or require Customer to discontinue operation of the net metering generator if Company believes that:

a. continued interconnection and parallel operation of the net metering generator with Company's electric system creates or contributes (or may create or contribute) to a system emergency on either Company's or Customer's electric system;

b. the net metering generator is not in compliance with the requirements of this rider and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or

c. the net metering generator interferes with the operation of Company's electric system.

In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where Company is unable to immediately isolate or cause Customer to isolate only the net metering generator, Company may isolate Customer's entire facility.

9. Customer agrees that, without the prior written permission from Company, no changes shall be made to the generating facility as initially approved. Increases in net metering generator capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet all applicable codes and standards certification requirements, including but not limited to IEEE 1547 and UL 1741, for Level 1 facilities and not resulting in increases in net metering generator capacity is allowed without approval.

10. Customer shall protect, indemnify and hold harmless Company and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys' fees, for or on account of any injury or death of persons or damage to property caused by Customer or Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating Customer's net metering generator or any related equipment or any facilities owned by Company, except where such injury, death or damage was caused or contributed to by the fault or negligence of Company or its employees, agents, representatives or contractors. The liability of Company to Customer for injury to person and property shall be governed by the tariff(s) for the class of service under which Customer is taking service.

11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide Company with proof of such insurance at the time that application is made for net metering.

12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of Customer's generating facility equipment, controls, and protective relays and equipment.

13. Customer's generating facility is transferable to other persons or service locations only after notification to Company has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, Customer, or location, Company will verify that the installation is in compliance with this tariff and provide written notification to the Customer(s) within 20 business days. If the installation is no longer in

compliance with this tariff, Company will notify Customer in writing and list what must be done to place the facility in compliance.

14. Customer shall retain any and all Renewable Energy Certificates (RECs) generated by Customer's generating facilities.

#### **TERMS AND CONDITIONS**

Except as provided herein, service will be furnished under Company's Terms and Conditions applicable hereto.

Net Metering Applications moved to Companies' Net Metering website (<https://lge-ku.com/residential/net-metering>)

**LG&E CURRENT AND PROPOSED GAS RATES**

**Residential Gas Service - Rate RGS**

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>	
Basic Service Charge per day:	\$0.65	\$0.81	per delivery point
Plus a Charge Per 100 Cubic Feet:			
Distribution Charge	\$0.51809	\$0.63885	
Gas Supply Cost Component	<u>\$0.52355</u>	\$0.52355	
Total Gas Charge Per 100 Cubic Feet	\$1.04164	\$1.16240	

**Volunteer Fire Department Service – Rate VFD**

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>	
Basic Service Charge per day:	\$0.65	\$0.81	per delivery point
Plus a Charge Per 100 Cubic Feet:			
Distribution Charge	\$0.51809	\$0.63885	
Gas Supply Cost Component	<u>\$0.52355</u>	\$0.52355	
Total Gas Charge Per 100 Cubic Feet	\$1.04164	\$1.16240	

**Firm Commercial Gas Service - Rate CGS**

**Availability:**

**Current**

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGS shall not be permitted.

**Proposed**

Service to Customer at multiple delivery points or accounts for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGS shall not be permitted. Company may confirm by visual inspection or other means the maximum hourly gas load that the Customer’s installed generator will require when operating at full capacity.

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>	
Basic Service Charge per day:			
If all of the customer's meters have a capacity < 5000 cf/hr:	\$2.30	\$2.30	per delivery point
If any of the customer's meters have a capacity ≥ 5000 cf/hr:	\$11.00	\$11.00	per delivery point
Plus a Charge per 100 cubic feet:			
Distribution Charge	\$ 0.38950	\$0.52557	
Gas Supply Cost Component	<u>0.52355</u>	\$0.52355	
Total Charge per 100 cubic feet:	\$ 0.91305	\$1.04912	

**Firm Industrial Gas Service - Rate IGS**

**Availability:**

**Current**

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGS shall not be permitted.

**Proposed**

Service to Customer at multiple delivery points or accounts for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGS shall not be permitted. Company may confirm by visual inspection or

other means the maximum hourly gas load that the Customer's installed generator will require when operating at full capacity.

**Rate:**

	<u>Current</u>	<u>Proposed</u>	
Basic Service Charge per day:			
If all of the customer's meters have a capacity < 5000 cf/hr:	\$5.42	\$6.50	per delivery point
If any of the customer's meters have a capacity ≥ 5000 cf/hr:	\$24.64	\$29.56	per delivery point
Plus a Charge per 100 cubic feet:			
Distribution Charge	\$ 0.27023	\$0.31936	
Gas Supply Cost Component	<u>0.52355</u>	<u>0.52355</u>	
Total Charge per 100 cubic feet:	\$ 0.79378	\$0.84291	

**As-Available Gas Service – Rate AAGS**

**Rate:**

	<u>Current</u>	<u>Proposed</u>	
Basic Service Charge per month:	\$630.00	\$630.00	per delivery point
Plus a Charge per Mcf:			
Distribution Charge	\$ 1.9228	\$2.2611	
Gas Supply Cost Component	<u>5.2355</u>	<u>5.2355</u>	
Total Charge Per Mcf;	\$ 7.1583	\$7.4966	

**Substitute Gas Sales Service – Rate SGSS**

**Rate:**

	<u>Current</u>	<u>Proposed</u>	
For commercial customers, the following charges shall apply:			
Basic Service Charge per month:	\$335.00	\$385.00	per delivery point
Plus a Demand Charge per Mcf of Monthly Billing Demand:	\$7.17	\$8.26	
Plus a Charge per Mcf:			
Distribution Charge	\$0.4106	\$0.4732	
Gas Supply Cost Component	<u>5.2355</u>	<u>5.2355</u>	
Total Charge per Mcf:	\$5.6461	\$5.7087	
For industrial customers, the following charges shall apply:			
Basic Service Charge per month:	\$750.00	\$850.00	per delivery point
Plus a Demand Charge per Mcf of Monthly Billing Demand:	\$10.89	\$12.38	
Plus a Charge per Mcf:			
Distribution Charge	\$0.3100	\$0.3523	
Gas Supply Cost Component	<u>5.2355</u>	<u>5.2355</u>	
Total Charge per Mcf:	\$5.5455	\$5.5878	

**Firm Transportation Service (Transportation Only) Rate FT**

**Availability:**

**Current**

Any such transportation service hereunder shall be conditioned on Company being granted a reduction in billing demands by its Pipeline Transporter corresponding to the Customer's applicable transportation quantities.

**Proposed**

For customers electing to transfer from another service, any such transportation service hereunder shall be

conditioned on Company being granted a reduction in billing demands by its Pipeline Transporter corresponding to the Customer's applicable transportation quantities.

**Character of Service:**

**Current**

Company's sole obligation hereunder is to redeliver Customer's gas from the Receipt Point to the Delivery Point. Accordingly, Company has no obligation to deliver to the Customer a volume of gas, either daily or monthly, which differs from the volume delivered to Company at the Receipt Point.

**Proposed**

Company's sole obligation hereunder is to redeliver Customer's gas from the Receipt Point to the Delivery Point. Accordingly, Company has no obligation to deliver to the Customer a volume of gas, either daily or monthly, which differs from the volume delivered to Company at the Receipt Point. In order to effectuate Company's obligation, Company may install such remote flow equipment as it determines to be necessary in order to control and limit the amount of gas taken by Customer from Company, such facilities to be installed by Company at Customer's expense.

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
Administrative Charge per month:	\$550.00	\$550.00 per Delivery Point
Plus a Basic Service Charge per month:	\$750.00	\$750.00 per Delivery Point
Plus a Distribution Charge per Mcf:	\$0.0456	\$0.0579
Plus a Demand Charge per Mcf of Monthly Billing Demand:	\$7.38	\$9.43

**Adjustment Clauses:**

**Current**

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

Demand-Side Management Cost Recovery Mechanism	Sheet No. 86
Gas Line Tracker	Sheet No. 84
Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

**Proposed**

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

Gas Line Tracker	Sheet No. 84
Franchise Fee	Sheet No. 90
School Tax	Sheet No. 91

**Optional Sales and Purchase Transaction:**

**Current**

Customer may agree to sell its natural gas supplies to Company, and Company may agree to purchase natural gas supplies from Customer pursuant to Company's Curtailment Rules. If Company purchases natural gas from Customer, such gas will not be redelivered to Customer, and Customer shall discontinue or otherwise interrupt the usage of such natural gas.

**Proposed**

Customer may agree to sell its natural gas supplies to Company, and Company may agree to purchase natural gas supplies from Customer pursuant to Company's Curtailment Rules. If Company purchases natural gas from Customer, such transaction will be between Customer's Pool Manager and Company, gas will not be redelivered to Customer, and Customer shall discontinue or otherwise interrupt the usage of

such natural gas.

**Remote Monitoring:**

**Current**

The Customer shall be responsible for providing the necessary and adequate electric and telephone service to provide remote metering by October 1 of the year that the Customer's Rate FT service becomes effective. Electric and telephone services installed for this equipment shall conform to Company's specifications. The Customer shall be responsible for maintaining the necessary and adequate electric and telephone service to provide remote metering.

**Proposed**

The Customer shall be responsible for providing the necessary and adequate electric service to provide remote metering one month prior to the month that the Customer's Rate FT service becomes effective, for example, by October 1 for a service that begins November 1. Electric services installed for this equipment shall conform to Company's specifications. The Customer shall be responsible for maintaining the necessary and adequate electric service to provide remote metering.

**Special Terms and Conditions:**

**Current**

3. As further described below, Customer shall specify to Company the daily volume of gas required by Customer. Such volume shall be stated in Mcf/day and converted to MMBtu/day using a standard conversion factor as may be specified by Company from time to time. At least ten (10) days prior to the beginning of each month, Customer shall provide Company with a schedule setting forth daily volumes of gas to be delivered into Company's system for Customer's account.

Any changes in nominated volumes, as well as any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by Customer to Company no later than 10:00 a.m. Eastern Clock Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from Customer daily nominations, or changes thereto, that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company. Company will not be obligated to utilize its underground storage capacity for purposes of this service.

**Proposed**

3. As further described below, Customer shall specify to Company the daily volume of gas required by Customer. Such volume shall be stated in Mcf/day and converted to MMBtu/day using a standard conversion factor as may be specified by Company from time to time. At least ten (10) days prior to the beginning of each month, Customer shall provide Company with a schedule setting forth daily volumes of gas to be delivered into Company's system for Customer's account.

Any changes in nominated volumes shall be provided by Customer to Company no later than 8:00 a.m. prevailing Eastern Time on the day prior to the day(s) for which volumes are scheduled to flow. Unless required earlier by Pipeline Transporter for the confirmation process, any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by Customer to Company no later than 1:00 p.m. prevailing Eastern Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from Customer daily nominations or changes thereto that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company. Company will not be obligated to utilize its underground storage capacity for purposes of this service.

## **Distribution Generation Gas Service - Rate DGGS**

### **Availability:**

#### **Current**

Applicable to firm natural gas service to customer-owned electric generation facilities except when (i) such natural gas is limited to the production of electricity for Customer's own use during emergency situations during which Customer's normal supply of electricity is not otherwise available, and (ii) such electric generation facilities have a total connected load of less than 2,000 cubic feet per hour. All natural gas generation facilities (including, but not limited to, those facilities used for standby generation) with a total connected load of 2,000 or more cubic feet per hour shall be served hereunder subject to the availability of adequate capacity as provided for herein. Natural gas purchased to generate electricity for further distribution, for sale in the open market, or for any purpose other than standby generation shall be served hereunder regardless of the size of Customer's total connected load. Additionally, service under this Standard Rate DGGS shall be applicable only to electric generation facilities described above and installed and operating on and after ninety (90) days after August 1, 2010, (and therefore not eligible for service under Standard Rates CGS or IGS) by commercial and industrial customers.

Service hereunder shall be at a single delivery (custody transfer) point and where distribution mains are adjacent to the premises to be served. Gas service provided hereunder shall be metered and billed separately from gas service provided under any other rate schedule.

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGS shall not be permitted.

Service hereunder shall be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other customers. Company may decline to accept customers under this rate schedule with a connected load of more than 8,000 cubic feet per hour. Availability of gas service under this rate schedule shall be determined by Company on a case-by-case basis, which determination shall be within Company's sole discretion. Company shall not be obligated to make modifications or additions to its gas system to serve loads under this rate schedule.

If an additional separate point of delivery is requested by a residential customer to provide gas for use in standby electric generation, such residential customer shall be served under Rate DGGS.

#### **Proposed**

Applicable to firm natural gas service to customer-owned electric generation facilities except when (i) such natural gas is limited to the production of electricity for Customer's own use during emergency situations during which Customer's normal supply of electricity is not otherwise available, and (ii) such electric generation facilities have a total connected load of less than 2,000 cubic feet per hour. All natural gas generation facilities (including, but not limited to, those facilities used for standby generation) with a total connected load of 2,000 or more cubic feet per hour shall be served hereunder subject to the availability of adequate capacity as provided for herein. Connected loads for generators are generally provided by the manufacturer in Btu per hour. To determine the applicability of Rate DGGS, and the required Contract MDQ, 1,000,000 Btu per hour is equivalent to 1,000 cubic feet per hour. As such, a generator with a connected load of 2,000,000 Btu per hour is assumed to have a connected load of 2,000 cubic feet per hour. Natural gas purchased to generate electricity for further distribution, for sale in the open market, or for any purpose other than standby generation shall be served hereunder regardless of the size of Customer's total connected load. Additionally, service under this Standard Rate DGGS shall be applicable only to electric generation facilities described above and installed and operating on and after ninety (90) days after August 1, 2010, (and therefore not eligible for service under Standard Rates CGS or IGS) by commercial and industrial customers.

Service hereunder shall be at a single delivery (custody transfer) point and where distribution mains are

adjacent to the premises to be served. Gas service provided hereunder shall be metered and billed separately from gas service provided under any other rate schedule.

Service to Customer at multiple delivery points for the purpose of avoiding the threshold of 2,000 cubic feet per hour under Rate DGGs shall not be permitted. If multiple generators are required to serve one account, the sum of the connected load for all generators will be used to determine the applicability of Rate DGGs.

Service hereunder shall be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company's gas system to perform such service without detriment to its other customers. Availability of gas service under this rate schedule shall be determined by Company on a case-by-case basis, which determination shall be within Company's sole discretion. Company shall not be obligated to make modifications or additions to its gas system to serve loads under this rate schedule. In the event that Company is agreeable to the installation or alteration of any facilities as may be required to serve Customer, then Customer shall execute a separate contract for the construction of such facilities and shall pay for all costs of those facilities prior to Company commencing construction of those facilities. Company will not accept customers under this rate schedule with a connected load of more than 8,000 cubic feet per hour.

If an separate point of delivery is requested by a residential customer to provide gas for use in standby electric generation, such residential customer shall be served under Rate DGGs.

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Basic Service Charge per delivery point per month if all of the customer's meters have a capacity < 5000 cf/hr:	\$165.00	\$187.81
Basic Service Charge per delivery point per month if any of the customer's meters have a capacity ≥ 5000 cf/hr:	\$750.00	\$850.00
Demand Charge Per 100 Cubic Feet of Monthly Billing Demand	\$1.08900	\$1.23800
Plus a Charge Per 100 Cubic Feet:		
Distribution Cost Component	\$0.03100	\$0.03523
Gas Supply Cost Component	<u>0.52355</u>	<u>\$0.52355</u>
Total Charge Per 100 Cubic Feet	\$0.55455	\$0.55878

**Special Terms and Conditions:**

New

8. Company may confirm by visual inspection or other means the maximum hourly gas load that the Customer's installation will require when operating at full capacity.

**Local Gas Delivery Service – Rate LGDS**

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Administrative Charge per month:	\$550.00	\$550.00 per Receipt Point
Plus a Basic Service Charge per month:	\$750.00	\$750.00 per Receipt Point
Plus a Demand Charge:	\$7.38	\$9.43 per Mcf of Monthly Billing Demand
Plus a Distribution Charge:	\$0.0456	\$0.0579 per Mcf of Net Nominated Volumes at the Delivery Point

The Monthly Billing Demand shall be the greater of (1) the MDQ, or (2) the highest daily volume of gas delivered to the Delivery Point during the current month or the previous eleven (11) monthly billing periods.

**Utilization Charge for Daily Imbalances:**

	<u>Current</u>	<u>Proposed</u>
Daily Demand Charge:	\$0.1442	\$0.1442 per Mcf

Daily Storage Charge:	\$0.3797	\$0.3797
Utilization Charge for Daily Imbalances:	\$0.5239	\$0.5239 per Mcf

**Creditworthiness:**

**Current**

Customer shall upon request of Company agree to maintain an irrevocable letter of credit, cash prepayment, or such other financial instrument satisfactory to Company (“credit support”) in order to assure Customer’s performance of its obligations hereunder. In determining the level of the security to be required of Customer, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customer, the MDQ, the general creditworthiness of Customer, and Customer’s prior credit record with Company, if any. The amount of the credit support shall not exceed two twelfths (2/12) of Customer's estimated annual bill. In the event that Customer defaults on its obligations under this rate schedule, Company shall have the immediate right to draw on such credit support to satisfy Customer’s obligation hereunder. Such credit requirements shall be administered by Company in a nondiscriminatory manner.

**Proposed**

Customer shall upon request of Company agree to maintain an irrevocable letter of credit, or such other financial instrument satisfactory to Company (“credit support”) in order to assure Customer’s performance of its obligations hereunder. In determining the level of the security to be required of Customer, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customer, the MDQ and the general creditworthiness of Customer. The amount of the credit support shall not exceed two twelfths (2/12) of Customer's estimated annual bill. In the event that Customer defaults on its obligations under this rate schedule, Company shall have the immediate right to draw on such credit support to satisfy Customer’s obligation hereunder. If Company draws on such credit support, Customer shall replenish funds within two (2) business days. Such credit requirements shall be administered by Company in a nondiscriminatory manner.

	<b><u>Special Charges</u></b>	
	<b>Current</b>	<b>Proposed</b>
<b>Returned Payment Charge:</b>	\$ 3.70	\$3.00
<b>Meter Test Charge:</b>	\$112.86	\$119.00
<b>Disconnect/Reconnect Service Charge:</b>	\$32.00	\$51.00
<b>Inspection Charge (for service line and house line inspections prior to initiation or resumption of gas service, applicable after Company makes two such inspections without charge):</b>	\$155.00	\$180.00
<b>Additional Trip Charge (applicable to Rate FT, Rider TS-2, and Rider GMPS):</b>	\$155.00	\$180.00

**Unauthorized Connection Charge:**

**Current**

When the Company determines that Customer has tampered with a meter, reconnected service without authorization from Company that previously had been disconnected by Company, or connected service without authorization from Company, then the following charges shall be assessed for each instance of such tampering or unauthorized reconnection or connection of service:

1. A charge of \$49.00 for tampering or an unauthorized connection or reconnection that does not require the replacement of the meter;
2. A charge of \$114.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a meter.

Company is deploying Advanced Metering Infrastructure (AMI) across its service territory. Company may, in its sole discretion, require Customer to take service without AMI and pay AMI Opt Out Charges if Customer engages in particularly dangerous or repeated instances of tampering with an AMI meter or module. If there are no additional instances of tampering after twelve (12) months of having an AMI meter or module removed, Customer may request to have an AMI meter or module reinstalled and end AMI Opt Out Charges.

**Proposed**

When the Company determines that Customer has tampered with a meter, reconnected service without authorization from Company that previously had been disconnected by Company, or connected service without authorization from Company, then the following charges shall be assessed for each instance of such tampering or unauthorized reconnection or connection of service:

1. A charge of \$51.00 for tampering or an unauthorized connection or reconnection that does not require the replacement of the meter;
2. A charge of \$133.00 for tampering or an unauthorized connection or reconnection that requires the replacement of a meter.

Company is deploying Advanced Metering Infrastructure (AMI) across its service territory. Company may, in its sole discretion, require Customer to take service without AMI and pay AMI Opt Out Charges if Customer engages in particularly dangerous or repeated instances of tampering with an AMI meter or module. If there are no additional instances of tampering after twelve (12) months of having an AMI meter or module removed, Customer may request to have an AMI meter or module reinstalled and end AMI Opt Out Charges.

**AMI Opt-Out Charges:**

**Current**

Unless Customer is receiving service under a rate or rider that provides for separate remote metering requirements, Customer may opt out of having an AMI meter or module by contacting Company to request a non-AMI meter or module. If Company has a non-AMI meter or module available, Company will honor Customer's opt-out request and assess the following charges:

1. A one-time opt-out set-up fee of \$33.00 per service delivery point. During Company's AMI project deployment phase, if Customer requests a non-AMI meter or module prior to an AMI meter or module being installed at Customer's premise, Company will not charge the one-time set-up fee.
2. A monthly opt-out charge of \$5.00 per service delivery point.

If Customer chooses to opt out any meter on a single premise, Customer must opt out all Company meters and modules (electric and gas) on that premise. Company has sole discretion to determine the alternative metering to be used for opted-out meters and modules.

**Proposed**

Unless Customer is receiving service under a rate or rider that provides for separate remote metering requirements, Customer may opt out of having an AMI meter or module by contacting Company to request a non-AMI meter or module. If Company has a non-AMI meter or module available, Company will honor Customer's opt-out request and assess the following charges:

1. A one-time opt-out set-up fee of \$85.00 per service delivery point. During Company's AMI project

deployment phase, if Customer requests a non-AMI meter or module prior to an AMI meter or module being installed at Customer's premise, Company will not charge the one-time set-up fee.

2.A monthly opt-out charge of \$9.00 per service delivery point.

If Customer chooses to opt out any meter on a single premise, Customer must opt out all Company meters and modules (electric and gas) on that premise. Company has sole discretion to determine the alternative metering to be used for opted-out meters and modules.

Company will treat Customer's refusal to make suitable provision for Company's AMI meter as Customer's choice to opt out of having an AMI meter. Such refusal includes without limitation Customer's refusal to make safe and stable a customer-owned pole to which Company's existing meter is attached.

**RIDER TS-2**  
**Gas Transportation Service/Firm Balancing Service Rider**

**Rate:**

**Current**

Administrative Charge: \$550.00 per Delivery Point per month.

	<u>CGS</u>	<u>IGS</u>	<u>AAGS</u>	<u>DGGS</u>
Distribution Charge Per Mcf	\$3.8950	\$2.7023	\$1.9228	\$0.3100
Pipeline Supplier's Demand Component	0.7957	0.7957	0.7957	0.7957
Total	\$4.6907	\$3.4980	\$2.7185	\$1.1057

**Proposed**

Administrative Charge: \$550.00 per Delivery Point per month.

	<u>CGS</u>	<u>IGS</u>	<u>AAGS</u>	<u>DGGS</u>
Distribution Charge Per Mcf	\$5.2557	\$ 3.1936	\$ 2.2611	\$0.3523
Pipeline Supplier's Demand Component	0.7957	0.7957	0.7957	0.7957
Total	\$6.0514	\$3.9893	\$3.0568	\$1.1480

**Remote Metering:**

**Current**

The Customer shall be responsible for providing the necessary and adequate electric and telephone service to provide remote metering by October 1 of the year that Customer's service under Rider TS-2 becomes effective. Electric and telephone services installed for this equipment shall conform to Company's specifications. The Customer shall be responsible for maintaining the necessary and adequate electric and telephone service to provide remote metering.

**Proposed**

The Customer shall be responsible for providing the necessary and adequate electric service to provide remote metering one month prior to the month that Customer's service under Rider TS-2 becomes effective, for example, October 1 for a service that begins November 1. Electric services installed for this equipment shall conform to Company's specifications. The Customer shall be responsible for maintaining the necessary and adequate electric service to provide remote metering.

**Gas Meter Pulse Service Rider GMPS**

**Rate:**

	<u>Current</u>	<u>Proposed</u>
Monthly Charge per gas meter pulse generator		
For Customers Served Under Rate Schedule FT and Rider TS-2:	\$8.00	\$9.00
For Customers Not Served Under Rate Schedule FT and Rider TS-2:	\$28.00	\$33.00

**RIDER PS-TS-2**

**Pooling Service Rider to Rider TS-2**

**Rate:**

	<u><b>Current</b></u>	<u><b>Proposed</b></u>
PS-TS-2 Pool Administrative Charge:	\$75.00	\$75.00

**Nominations and Nominated Volume:**

**Current**

Any changes in nominated volumes, as well as any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by TS-2 Pool Manager to Company no later than 10:00 a.m. Eastern Clock Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from TS-2 Pool Manager daily nominations or changes thereto that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company.

**Proposed**

Any changes in nominated volumes shall be provided by Pool Manager to Company no later than 8:00 a.m. prevailing Eastern Time on the day prior to the day(s) for which volumes are scheduled to flow. Unless required earlier by Pipeline Transporter for the confirmation process, any other information required to effectuate the delivery of such gas to Company by the Pipeline Transporter, shall be provided by TS-2 Pool Manager to Company no later than 1:00 p.m.. prevailing Eastern Time on the day prior to the day(s) for which volumes are scheduled to flow. Only those volumes actually confirmed by Company and scheduled on the Pipeline Transporter are considered nominated volumes. Company shall not be obligated to accept from TS-2 Pool Manager daily nominations or changes thereto that are made after the daily deadline for such nominations as set forth above or that are made on weekend days or holidays as such are observed by Company.

**Special Terms and Conditions:**

**Current**

3. The TS-2 Pool Manager shall upon request of Company agree to maintain an irrevocable letter of credit or such other financial instrument satisfactory to Company in order to assure TS-2 Pool Manager’s performance of its obligations under the PS-TS-2 Pool Management Agreement. In determining the level of the bond or other security to be required of a TS-2 Pool Manager, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customers in the TS-2 Pool, the general creditworthiness of the TS-2 Pool Manager, and the TS-2 Pool Manager’s prior credit record with Company, if any. In the event that the TS-2 Pool Manager defaults on its obligations under this rider or the PS-TS-2 Pool Management Agreement, Company shall have the right to use the proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy TS-2 Pool Manager’s obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the PS-TS-2 Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.

**Proposed**

3. The TS-2 Pool Manager shall upon request of Company agree to maintain an irrevocable letter of credit or such other financial instrument satisfactory to Company in order to assure TS-2 Pool Manager’s performance of its obligations under the PS-TS-2 Pool Management Agreement. In determining the level of the security to be required of a TS-2 Pool Manager, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customers in the TS-2 Pool and the general creditworthiness of the TS-2 Pool Manager. In the event that the TS-2 Pool Manager defaults on its obligations under this rider or the PS-TS-2 Pool Management Agreement, Company shall have the right to use the proceeds from such security to satisfy TS-2 Pool Manager’s obligation hereunder. If Company draws on such credit support, Customer shall replenish funds within two (2) business days. Specific terms and conditions regarding credit requirements shall be included in the PS-TS-2 Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.

**Pooling Service Rider to Rate FT - Rider PS-FT**

**Rate:**

	<b><u>Current</u></b>	<b><u>Proposed</u></b>
PS-FT Pool Administrative Charge:	\$75.00	\$75.00

**Character of Service:**

**Current**

Service under this rider allows an FT Pool Manager to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full requirements of one or more firm transportation customers that comprise a PS-FT Pool. Company may, in its sole discretion, issue an OFO to an individual Customer or an individual Pool Manager taking service under Rider PS-FT without issuing an OFO to all Customers taking service under Rate FT or without issuing an OFO to all Pool Managers taking service under Rider PS-FT. It is the responsibility of the FT Pool Manager to convey OFOs to Customers in its FT Pool.

**Proposed**

Service under this rider allows an FT Pool Manager to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full requirements of one or more firm transportation customers that comprise a PS-FT Pool. Company may, in its sole discretion, issue an OFO to an individual Customer or an individual Pool Manager taking service under Rider PS-FT without issuing an OFO to all Customers taking service under Rate FT or without issuing an OFO to all Pool Managers taking service under Rider PS-FT. It is the responsibility of the FT Pool Manager to convey OFOs to Customers in its FT Pool, and to ensure that customers in its Pool adjust their gas use if necessary to comply with an OFO.

**Special Terms and Conditions:**

**Current**

3. The FT Pool Manager shall upon request of Company agree to maintain an irrevocable letter of credit, or such other financial instrument satisfactory to Company in order to assure FT Pool Manager's performance of its obligations under the PS-FT Pool Management Agreement. In determining the level of the bond or other security to be required of an FT Pool Manager, Company shall consider such factors, including, but not limited to, the following: the natural gas to be transported on behalf of Customers in the FT Pool, the general creditworthiness of the FT Pool Manager, and the FT Pool Manager's prior credit record with Company, if any. In the event that the FT Pool Manager defaults on its obligations under this rider or the PS-FT Pool Management Agreement, Company shall have the right to use the proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy FT Pool Manager's obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the PS-FT Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.

**Proposed**

3. The FT Pool Manager shall upon request of Company agree to maintain an irrevocable letter of credit, or such other financial instrument satisfactory to Company in order to assure FT Pool Manager's performance of its obligations under the PS-FT Pool Management Agreement. In determining the level of the security to be required of an FT Pool Manager, Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of Customers in the FT Pool and the general creditworthiness of the FT Pool Manager. In the event that the FT Pool Manager defaults on its obligations under this rider or the PS-FT Pool Management Agreement, Company shall have the right to use the proceeds from such security to satisfy FT Pool Manager's obligation hereunder. If Company draws on such credit support, Customer shall replenish funds within two (2) business days. Specific terms and conditions regarding credit requirements shall be included in the PS-FT Pool Management Agreement. Such credit requirements shall be administered by Company in a non-discriminatory manner.

**Excess Facilities – Rider EF**

**Rate:**

Customer shall pay for excess facilities by:	<b><u>Current</u></b>	<b><u>Proposed</u></b>
(a) Making a monthly Excess Facilities charge payment equal to the installed cost of the excess facilities times the following percentage:		
Percentage with No Contribution-in-Aid-of-Construction	1.12%	1.44%
	<b><u>Current</u></b>	<b><u>Proposed</u></b>
(b) Making a one-time Contribution-in-Aid-of-Construction equal to the installed cost of the excess facilities plus a monthly Excess Facilities Charge payment equal to the installed cost of the excess facilities times the following percentage:		
Percentage with Contribution-in-Aid-of-Construction	0.44%	0.68%

**Standard Facility Contribution Rider (SFC)**

**Availability:**

**Current**

This rider is available for gas main extensions made pursuant to Company’s “Gas Main Extension Rules” that are necessary to provide basic gas service when the revenue credit received by the customer under the Company’s “Gas Main Extension Rules” does not cover the cost of the gas main extension. Company reserves the right to decline to provide service under this rider to an individual customer for any gas main extension costs that are in excess of those covered by Company’s Gas Main Extension Rules (i) where the excess costs are less than \$500,000 or greater than \$2,000,000, or (ii) where the gas main extension is likely to become obsolete prior to the end of the contract term.

Company shall not be obligated to provide service under this rider when the total gas main extension costs subject to this rider are greater than \$4,000,000 per calendar year.

Any customer receiving service under this rider shall be eligible for refunds (if any) available pursuant to Company’s Gas Main Extension Rules when the customer’s obligation under this rider is fulfilled at the end of the five (5) year contract term.

**Proposed**

This rider is available for gas main extensions made pursuant to Company’s “Gas Main Extension Rules” that are necessary to provide basic gas service when the revenue credit received by the customer under the Company’s “Gas Main Extension Rules” does not cover the cost of the gas main extension. Company reserves the right to decline to provide service under this rider to an individual customer for any gas main extension costs that are in excess of those covered by Company’s Gas Main Extension Rules (i) where the excess costs are less than \$500,000 or greater than \$4,000,000, or (ii) where the gas main extension is likely to become obsolete prior to the end of the contract term.

Company shall not be obligated to provide service under this rider when the total gas main extension costs subject to this rider are greater than \$4,000,000 per calendar year.

Any customer receiving service under this rider shall be eligible for refunds (if any) available pursuant to Company’s Gas Main Extension Rules when the customer’s obligation under this rider is fulfilled.

**Standard Facilities Charge:**

**Current**

Company shall provide normal operation and maintenance of the standard facilities. If the facilities suffer failure, Company will provide for replacement of such facilities. No adjustment in the monthly charge for

a replacement of facilities will be made during the term of the contract.

Customer shall pay for standard facilities by making a monthly Standard Facilities Charge payment for 60 months equal to the installed cost of the standard facilities times the following factor:

$$\text{Standard Facility Contribution Factor} = \frac{i(1+i)^{60}}{(1+i)^{60} - 1}$$

Where the interest rate (i) in the above formula is the 5-year Treasury constant maturity rate published in the latest Federal Reserve Statistical Release H-15 as of the day immediately preceding the date when the agreement under this rider is executed with the Customer, plus 100 basis points, divided by 12 months.

**Proposed**

Company shall provide normal operation and maintenance of the standard facilities. If the facilities suffer failure, Company will provide for replacement of such facilities. No adjustment in the monthly charge for a replacement of facilities will be made during the term of the contract.

Customer shall pay for standard facilities by making a monthly Standard Facilities Charge payment for 60 months equal to the installed cost of the standard facilities times the following factor:

$$\text{Standard Facility Contribution Factor} = \frac{i(1+i)^{60}}{(1+i)^{60} - 1}$$

Where the interest rate (i) in the above formula is the 5-year Treasury constant maturity rate published in the latest Federal Reserve Statistical Release H-15 as of the day immediately preceding the date when the agreement under this rider is executed with the Customer, plus 150 basis points, divided by 12 months.

**Creditworthiness:**

**Current**

Customer shall upon request of Company agree to maintain an irrevocable letter of credit, cash prepayment, or such other financial instrument satisfactory to Company (“credit support”) in order to assure Customer’s performance of its obligations hereunder. In determining the level of the security to be required of Customer, Company shall consider such factors, including, but not limited to, the following: the cost of the main extension to be paid by Customer, the general creditworthiness of Customer, and Customer’s prior credit record with Company, if any. In the event that Customer defaults on its obligations under this rate schedule, Company shall have the immediate right to draw on such credit support to satisfy Customer’s obligation hereunder. Such credit requirements shall be administered by Company in a nondiscriminatory manner.

**Proposed**

Customer shall upon request of Company agree to maintain an irrevocable letter of credit, cash prepayment, or such other financial instrument satisfactory to Company (“credit support”) in order to assure Customer’s performance of its obligations hereunder. In determining the level of the security to be required of Customer, Company shall consider such factors, including, but not limited to, the following: the cost of the main extension to be paid by Customer and the general creditworthiness of Customer. In the event that Customer defaults on its obligations under this rate schedule, Company shall have the immediate right to draw on such credit support to satisfy Customer’s obligation hereunder. If Company draws on such credit support, Customer shall replenish funds within two (2) business days. Such credit requirements shall be administered by Company in a nondiscriminatory manner.

**Gas Line Tracker – Adjustment Clause GLT**

**Creditworthiness:**

**Current**

**CALCULATION OF THE GAS LINE TRACKER REVENUE REQUIREMENT**

The GLT Revenue Requirement includes the following:

- a. GLT related Plant In-Service not included in base gas rates minus the associated GLT related accumulated depreciation and accumulated deferred income taxes;
- b. Retirement and removal of plant related to GLT construction;
- c. The rate of return on the net rate base is the overall rate of return on capital authorized in the Company's latest base gas rate case, grossed up for federal and state income taxes;
- d. Depreciation expense on the GLT-related Plant In-Service less retirement and removals;
- e. Incremental Operation and Maintenance; and
- f. Property Taxes

**GLT PROGRAM FACTORS**

After the Company replaces a gas service riser or a gas service line under this program, it will assume ownership and responsibility for the plant and equipment. The allocation of the program cost to customers will be in proportion to their relative base revenue share approved in the Company's most recent general rate case.

A filing to update the projected program costs will be submitted annually. The filing will reflect the anticipated impact on the Company's revenue requirements of net plant additions expected during the current year. At the same time, the Company will submit a balancing adjustment to true up the actual costs with the projected program costs for the preceding year. Such adjustment to the GLT will become effective for services rendered on and after the first day of the following month after the effective date of such change.

**Proposed**

**CALCULATION OF THE GAS LINE TRACKER REVENUE REQUIREMENT**

The GLT Revenue Requirement includes the following:

- a. GLT related Plant In-Service not included in base gas rates minus the associated GLT related accumulated depreciation and accumulated deferred income taxes;
- b. Retirement and removal of plant related to GLT construction;
- c. The rate of return on the net rate base is the overall rate of return on capital (cost of short-term debt, long-term debt, and common equity based on the gas base rate return on equity most recently approved by the Commission grossed up for federal and state income taxes) for the most recent twelve (12) months;
- d. Depreciation expense on the GLT-related Plant In-Service less retirement and removals;
- e. Operation and Maintenance; and
- f. Property Taxes

**GLT PROGRAM FACTORS**

After the Company replaces a gas service riser or a gas service line under this program, it will assume ownership and responsibility for the plant and equipment. The allocation of the program cost to customers will be in proportion to their relative base revenue share as reflected in the Company's most recent load forecast.

A filing to update the projected program costs will be submitted annually. The filing will reflect the anticipated impact on the Company's revenue requirements of net plant additions expected during the current year. At the same time, the Company will submit a balancing adjustment to true up the actual program costs for the preceding year with the revenues collected based on projected program costs. Such adjustment to the GLT will become effective for services rendered on the first day of the month after Commission approval of such change.

**Rates:**

<u>Current</u>	
Distribution Projects	Transmission Projects

	(\$/delivery point)	(\$/Ccf)
RGS, VFD	\$2.60	\$0.00000
CGS, SGSS	\$13.01	\$0.00000
IGS, AAGS, DGGS	\$177.94	\$0.00000
FT, LGDS	\$0.00	\$0.00000
	<b><u>Proposed</u></b>	
	Distribution Projects (\$/delivery point)	Transmission Projects (\$/Ccf)
RGS, VFD	\$3.34	\$0.00000
CGS, SGSS	\$16.88	\$0.00000
IGS, AAGS, DGGS	\$234.99	\$0.00000
FT, LGDS	\$4.29	\$0.00000

### **Other**

The Company proposes to apply the approved return on equity in this proceeding to Adjustment Clause GLT beginning with the January 2026 expense month.

### **Gas Supply Clause – Adjustment Clause GSC**

#### **Gas Supply Cost Component**

##### **Current**

- a. Expected purchased gas costs (gas supply; pipeline and other transportation; vaporized liquefied petroleum gas and air, and liquefied natural gas and its dispatch and delivery) for system supply, minus

##### **Proposed**

- a. Expected purchased gas costs (including but not limited to gas supply; pipeline and other transportation; vaporized liquefied petroleum gas and air, compressed natural gas and its dispatch and delivery; and liquefied natural gas and its dispatch and delivery) for system supply, minus

### **Demand-Side Management Cost Recovery Mechanism (DSM)**

#### **Residential Online Audit:**

##### **Current**

This program will not begin until January 1, 2025.

This program is a web-based, self-guided assessment of a customer's home and includes information about the home's space and water heating, appliance and plug load, and other energy end uses. The audit pulls customer-specific interval data from the Company's AMI to provide an accurate picture of the customer's disaggregated energy use. After completing the online audit, customers receive feedback on their energy-use behavior, energy-saving tips, and recommendations and are mailed a kit with energy efficiency measures for self-installation. The kit will include a low-flow bathroom faucet aerator, a low-flow kitchen faucet aerator, a low-flow showerhead, water heater pipe insulation, weatherstripping, caulking, spray foam, and an advanced power strip. In addition, customers who complete the audit gain access to prescriptive rebates for deeper energy efficiency retrofits. Rebate examples include: heat pump water heaters (\$300), central air conditioner (\$300), ductless heat pump (\$400), air source heat pump (\$400), and 95% AFUE furnace (\$250).

##### **Proposed**

This program is a web-based, self-guided assessment of a customer's home and includes information about the home's space and water heating, appliance and plug load, and other energy end uses. The audit pulls customer-specific interval data from the Company's AMI to provide an accurate picture of the customer's disaggregated energy use. After completing the online audit, customers receive feedback on

their energy-use behavior, energy-saving tips, and recommendations and are mailed a kit with energy efficiency measures for self-installation. The kit may include a low-flow bathroom faucet aerator, a low-flow kitchen faucet aerator, a low-flow showerhead, water heater pipe insulation, weatherstripping, caulking, and spray foam. In addition, customers gain access to prescriptive rebates for deeper energy efficiency retrofits. Rebate examples include: 95% AFUE furnace.

**Business Solutions:**  
**REMOVED**

**Online Transactional Marketplace:**  
**Current**

This program offers instant incentives through price markdowns to customers who purchase qualified products. Customers who purchase a new smart thermostat from the Online Transactional Marketplace will be automatically enrolled in the BYOD program subcomponent. The Company will offer a discount of up to \$75 on smart thermostats and up to \$10 on smart plugs. Beginning in 2026, the Company will offer a discount of up to \$50 on smart water heaters. The Company will continue to monitor cost-effective opportunities for new measure offerings to be added to the Online Transactional Marketplace.

**Proposed**

This program offers instant incentives through price markdowns to customers who purchase qualified products. The Company will offer a discount of up to \$75 on smart thermostats. The Company will continue to monitor cost-effective opportunities for new measure offerings to be added to the Online Transactional Marketplace.

**Experimental Performance Based Rate Mechanism (PBR)**

**Term:**

**Current**

The Company's PBR mechanism as modified herein shall be extended beginning November 29, 2021, through October 31, 2024, or as otherwise extended by the Commission.

The Company shall file annual reports of its activity under the extended PBR mechanism including the same information it provided during the PBR period that ended October 31, 2020.

**Proposed**

The operation of the Company's PBR mechanism expired October 31, 2024. Billing pursuant to the tariff terms herein will continue through October 31, 2026.

**Terms and Conditions – General**

**New – Force Majeure**

“Force Majeure” means any occurrence, condition, event or circumstance of any kind or nature that, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control of and without the fault or negligence of the affected Party, including strikes, slowdowns or labor difficulties (other than any such action by or in relation to the affected Party or any of its subcontractors); fires, flood, earthquakes, landslides, lightning, hurricanes, storms, floods, washouts, natural disasters or other acts of God; acts of public enemies, riots, civil commotions, insurrection, blockades, war, criminal act, vandalism, terrorism or a terrorist act or acts and epidemics; arrests, orders, directives, restraints and requirements, priority limitation or restraining orders of any Governmental Authority; accident or obstructions involving a pipeline, machinery or lines of pipe not caused by the affected Party; repairs or outages (shutdowns) of pipelines, machinery, equipment or lines of pipe for inspection, testing, maintenance, change or repair not caused by the affected Party; freezing of pipes, machinery, and equipment or lines of pipe; inability to obtain, or unavoidable delay in obtaining, material, equipment, rights-of-way or permits. An event of Force Majeure shall not include changes in economic conditions or the market price of natural gas making Customer's production of gas uneconomic; a failure to obtain adequate feedstock or other effluent raw material used to produce gas; or a change in tax codes, tax credits, and the like.

## **Terms and Conditions – Customer Responsibilities**

### **Application for Service:**

The Company proposes to add “electronic mail address” to the items it may require of any party applying for service.

### **Liability:**

#### **Current**

Customer assumes all responsibility for the gas service upon Customer's premises at and from the point of delivery of gas and for the pipes and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of gas, occasioned by such gas or said pipes and equipment, except where said injury or damage will be shown to have been occasioned solely by the negligence of Company.

#### **Proposed**

Customer assumes all responsibility for the gas service upon Customer's premises at and from the point of delivery of gas and for the pipes and equipment used in connection therewith, and will protect and save Company harmless from all claims for injury or damage to persons or property occurring on Customer's premises or at and from the point of delivery of gas, occasioned by such gas or said pipes and equipment, except where Company's gross negligence or willful misconduct is the sole and proximate cause of said injury or damage.

### **Permits, Easement, and Rights of Way:**

#### **Current**

Customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give Company or its agents access to Customer's premises and equipment and to enable its service to be connected therewith. In case Customer is not the owner of the premises or of intervening property between the premises and Company's distribution mains, Customer shall obtain from the property owner or owners the necessary consent to the installation and maintenance in said premises and across such intervening property of Customer's piping and facilities required for the supply of gas service to Customer. Provided, however, to the extent permits, easements, or certificates are necessary for the installation and maintenance of Company-owned facilities, Company shall obtain the aforementioned consent.

#### **Proposed**

Regarding any and all Customer-owned property, Customer shall grant at no cost to Company or its agent all easements, rights of way, or other consents necessary to allow Company to serve Customer's premises and equipment. Company shall obtain all other permits (including without limitation any necessary street permits), easements, rights of way, or certificates necessary to install and maintain Company-owned facilities. Company shall not be required to supply service under Customer's application until a reasonable time after all required permits (including without limitation any necessary street permits), easements, rights of way, or certificates are granted or otherwise obtained.

The construction of gas facilities to provide service to a number of Customers in a manner consistent with good engineering practice and the least public inconvenience sometimes requires that certain appurtenances on a Customer's premises be used to supply service to neighboring Customers as well as Customer. Accordingly, insofar as such facilities also serve Customer, Customer shall grant to Company such rights on or across his or her premises as may be necessary to furnish service to neighboring premises, such rights to be exercised by Company in a reasonable manner and with due regard for the convenience of Customer.

## **Terms and Conditions – Company Responsibilities**

### **New – Incidental or Occasional Utility-Related Services:**

Upon Customer's request, Company may perform incidental or occasional utility-related services not addressed by other tariff provisions. If Company agrees to perform such Customer-requested services,

Company will bill Customer for reimbursement of Company's costs, including without limitation costs of materials and labor required to perform such services.

## **COMPANY NOT LIABLE FOR INTERRUPTIONS**

### **Current**

Company will exercise reasonable care and diligence in an endeavor to supply gas service continuously and without interruption, except as provided in the terms of certain rate schedules; however, Company does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of gas service not caused by the willful negligence of Company, or resulting from any cause or circumstance beyond the reasonable control of Company.

### **Proposed**

Company will exercise reasonable care and diligence in an endeavor to supply gas service continuously and without interruption, except as provided in the terms of certain rate schedules; however, Company does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of gas service except where Company's willful misconduct is the sole and proximate cause of said loss, injury, or damage.

## **COMPANY NOT LIABLE FOR DAMAGE ON CUSTOMER'S PREMISES**

### **Current**

Company is merely a supplier of gas service delivered at Company's property line, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of the Customer or of third persons resulting from the presence, use or abuse of gas on the Customer's premises or resulting from defects in or accidents to any of Customer's piping, equipment, apparatus or appliances, or resulting from any cause whatsoever other than the negligence of Company.

### **Proposed**

Company is merely a supplier of gas service delivered at Company's property line, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of the Customer or of third persons resulting from the presence, use or abuse of gas on the Customer's premises or resulting from defects in or accidents to any of Customer's piping, equipment, apparatus or appliances, or resulting from any cause whatsoever except where Company's negligence or willful misconduct is the sole and proximate cause of said injury or damage.

## **Terms and Conditions – Character of Service**

### **Heating Value:**

#### **Current**

Company will normally supply natural gas having an average heating value of approximately 1,050 Btu per cubic foot for any twelve (12) month period. All gas received into the system of Company from interstate pipelines shall meet the applicable quality standards of the respective interstate pipeline delivering natural gas to Company. All gas received into the system of Company from sources other than an interstate pipeline shall meet the quality standards prescribed in Local Gas Delivery Service Rate LGDS. When it is necessary to supplement the supply of natural gas, Company reserves the right, at its discretion, to supplement its supply of natural gas with a mixture of vaporized liquefied petroleum gas and air as well as liquefied natural gas.

#### **Proposed**

Company will normally supply natural gas having an average heating value of approximately 1,050 Btu per cubic foot for any twelve (12) month period. All gas received into the system of Company from interstate pipelines shall meet the applicable quality standards of the respective interstate pipeline delivering natural gas to Company. All gas received into the system of Company from sources other than an interstate pipeline shall meet the quality standards prescribed in Local Gas Delivery Service Rate LGDS. When it is necessary to supplement the supply of natural gas, Company reserves the right, at its discretion, to supplement its supply of natural gas with a mixture of vaporized liquefied petroleum gas and air as well as liquefied natural gas or compressed natural gas.

## **Terms and Conditions – Billing**

### **Meter Reading and Bills:**

#### **New**

All Customers for whom Company has an email address on file will receive paperless bills by default. Customers may opt out of paperless billing by contacting Company to request paper bills by mail.

## **Terms and Conditions - Deposits**

#### **Current**

#### **GENERAL**

1. Company may require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8 except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.
2. Deposits may be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
  - a. Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit/financial watch services.
  - b. Satisfactory payment criteria with Company may be established by paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service
3. Company may offer residential customers the option of paying all or a portion of their deposits in installments over a period not to exceed the first six (6) normal billing periods. Service may be refused or discontinued for failure to pay and/or maintain the requested deposit.
4. Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills. If interest is paid or credited to Customer's bill prior to twelve (12) months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.
5. The General Terms and Conditions regarding Deposits set forth above shall not apply to, and shall be superseded by, the requirements set forth in Section 3 of the Special Terms and Conditions contained in Standard Rate Rider PS-TS-2 (Sheet No. 59.7), Standard Rate Rider PS-FT (Sheet No. 61.2), and the CREDITWORTHINESS section of Rate LGDS (Sheet No. 36.11).

#### **RESIDENTIAL**

1. Residential customers are those customers served under Residential Gas Service, Sheet No. 5.
2. The deposit for a residential customer is in the amount of \$100.00, which is calculated in accordance with 807 KAR5:006, Section 8(1)(d). For combination gas and electric customers, the total deposit will be \$260.00.
3. Company shall retain Customer's deposit for a period not to exceed twelve (12) months, provided Customer has met satisfactory payment and credit criteria.
4. If a deposit is held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
5. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

#### **OTHER SERVICE**

1. The deposit for all other customers, those not classified herein as residential, shall not exceed 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR5:006, Section 8(1)(d).
2. For customers not meeting the parameters of GENERAL ¶ 2, Company may retain Customer's deposit as long as Customer remains on service.
3. For a deposit held longer than eighteen (18) months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than ten percent (10%), Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.
4. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer

**Proposed**  
**GENERAL**

1. To the extent set forth herein, Company will require a cash deposit or other guaranty from customers to secure payment of bills in accordance with 807 KAR 5:006, Section 8 except for customers qualifying for service reconnection pursuant to 807 KAR 5:006, Section 16, Winter Hardship Reconnection.
2. Deposits will be required from all customers not meeting satisfactory credit and payment criteria. Satisfactory credit for customers will be determined by utilizing independent credit sources (primarily utilized with new customers having no prior history with Company), as well as historic and ongoing payment and credit history with Company.
  - a. Examples of independent credit scoring resources include credit scoring services, public record financial information, financial scoring and modeling services, and information provided by independent credit or financial watch services.
  - b. Satisfactory payment criteria with Company will be established by timely paying all bills rendered, having no disconnections for nonpayment, having no late notices, having no defaulted credit arrangements, having no returned payments, having no meter diversion or theft of service, and having no history of fraud or attempted gaming of Company's payment or deposit requirements to obtain service.
3. To the extent set forth herein, Company will allow residential and general service Customers to pay any required deposit(s) in equal installments over the first six normal billing periods. Service may be refused or discontinued for failure to pay or maintain the requested deposit.
4. Interest on deposits will be calculated at the rate prescribed by law, from the date of deposit, and will be paid annually either by refund or credit to Customer's bills. If interest is paid or credited to Customer's bill prior to 12 months from the date of deposit, the payment or credit will be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill, with any remainder refunded to Customer.
5. The General Terms and Conditions regarding Deposits set forth above shall not apply to, and shall be superseded by, the requirements set forth in Section 3 of the Special Terms and Conditions contained in Standard Rate Rider PS-TS-2 (Sheet No. 59.7), Standard Rate Rider PS-FT (Sheet No. 61.2), and the CREDITWORTHINESS section of Rate LGDS (Sheet No. 36.11) and Standard Rate Rider SFC (Sheet No. 64.1).
6. Any deposit, surety bond, letter of credit, or other form of security currently held by or later provided to Company by Customer to secure payment of Customer's bills for a particular account with Company shall also secure any and all other obligations owing to Company by Customer. Should Customer fail to timely pay or perform any obligation owing by it to Company on any one or more of its accounts, Company may apply any security held by it for Customer, regardless of the account for which it was given, to satisfy Customer's outstanding obligations.
7. For Customer's account to be in "good standing," Customer must not have:
  - a. Received a disconnection notice, late payment notice, or budget reminder letter from Company;
  - b. Defaulted on a payment installment plan arranged with Company;
  - c. Issued a payment to Company that was returned for insufficient funds or any other reason; or

d. Engaged in an unauthorized reconnection of service or diversion of service

**RESIDENTIAL**

1. Residential customers are those customers served under Residential Gas Service, Sheet No. 5.

2. The deposit amount for a residential Customer is \$100.00, which is calculated in accordance with 807 KAR 5:006, Section 8(1)(d)(2). For combination gas and electric Customers, the total deposit will be \$260.00.

3. The criteria Company uses to determine whether to require a deposit from a residential Customer are below.

a. For a Customer not currently taking any service from Company:

i. Company will run a credit check with Customer's permission and if results indicates a deposit should be charged, Customer will be required to pay a deposit.

ii. If Customer refuses to allow Company to run a credit check or does not provide information needed to run a credit check, Company will require Customer to pay a deposit.

iii. If Company requires a residential Customer to pay a deposit, Company will require Customer to pay only one deposit for each type of service Customer receives, e.g., a residential Customer with two residential gas meters will pay only one gas deposit.

b. For a Customer currently taking any service from Company for which the Company is holding a deposit and Customer is requesting service for another premise:

i. Company will require a deposit for the new service if in the last 12 months Customer has had any account(s) not in good standing.

ii. If Customer disputes Company's deposit requirement for the new service based on Customer's payment history, Company will, with Customer's permission and provision of any required information, run a credit check. If the results indicate a deposit is not needed, Company will not require Customer to pay a deposit for the new service.

c. If Customer seeks to transfer existing service to another premise:

i. If Company is not currently holding a deposit for Customer for Customer's existing active service, Company will not require a deposit from Customer for the new service at Customer's new premise.

ii. If Company is currently holding a deposit for Customer for Customer's existing service, Company will not require a new or additional deposit from Customer for the new service at Customer's new premise, and Customer's move will not affect the date Company will review the deposit for release thereof. Also, if Customer is making deposit installment payments for service at Customer's current premise, the same installment payments made and interest thereon will transfer to Customer's service at Customer's new premise, and Customer's deposit payment installment plan will also transfer to Customer's service at Customer's new premise.

d. If Company is not currently holding a deposit for Customer and if Customer's service is disconnected for non-payment and is subsequently reconnected, Company will require a full deposit from Customer to resume service. Consistent with 807 KAR 5:006 Section 16, this requirement does not apply to winter hardship reconnections.

e. If Customer is financially responsible for the service of another Customer and the financially responsible Customer is taking over the other Customer's existing service:

i. If the existing Customer's account is in good standing and the financially responsible Customer taking over the existing service has no past-due balance(s) on any account(s) with Company, Company will not require a deposit from the financially responsible Customer to take over the existing service.

ii. If the existing Customer's account is not in good standing, Company will run a credit check on the financially responsible Customer (with the Customer's permission).

1. If Company runs a credit check on Customer and the results indicate a deposit is not needed, Company will not require Customer to pay a deposit.

2. If Customer refuses to allow Company to run a credit check or does not provide information needed to run a credit check, Company will require Customer to pay a deposit.

3. If Company runs a credit check on Customer and the results indicate a deposit is needed, Company will require Customer to pay a deposit.

f. If Customer is deceased, Company will not require a new deposit of the Customer assuming responsibility for the service on behalf of the deceased Customer.

4. Company shall retain Customer's deposit for a period not to exceed 12 months, if Customer has met satisfactory payment and credit criteria.

5. If a deposit is held longer than eighteen (18) months, the deposit will be recalculated at Customer's request and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

6. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

#### **OTHER SERVICE**

1. For all other Customers, the deposit shall be 2/12 of Customer's actual or estimated annual bill where bills are rendered monthly in accordance with 807 KAR 5:006, Section 8(1)(d)(1).

2. The criteria Company uses to determine whether to require a deposit from such a Customer are below.

a. Company will require a deposit from all new Customers.

b. For a Customer currently taking any service from Company and requesting a second service:

i. Company will require a deposit for the new service if in the last 36 months Customer has:

1. Received a disconnection notice, late payment notice, or budget reminder letter from Company;

2. Defaulted on a payment installment plan arranged with Company;

3. Issued a payment to Company that was returned for insufficient funds or any other reason; or

4. Engaged in an unauthorized reconnection of service or diversion of service.

c. If Customer seeks to transfer existing service to another premise:

i. If Company is not currently holding a deposit for Customer's existing service, Company will not require a deposit from Customer.

ii. If Company is currently holding a deposit for Customer's existing service, Company will not require a new or additional deposit from Customer, and Customer's move will not affect the date Company will review the deposit for release. Also, if Customer is making deposit installment payments for service at Customer's current premise, the same installment payments made and interest thereon will transfer to Customer's service at Customer's new premise, and Customer's deposit payment installment plan will also transfer to Customer's service at Customer's new premise.

iii. If Customer moves to a new premise at which Customer will take more services from Company (i.e., both electric and gas service) than Customer currently takes from Company at Customer's existing premise (i.e., electric or gas service only), Company will not require an additional deposit for the additional service.

iv. If Customer moves to a new premise at which Customer will take fewer services from Company (i.e., electric or gas service only) than Customer currently takes from Company at Customer's existing premise (i.e., both electric and gas service), Company will apply to Customer's final bill at Customer's existing premise any existing deposit and accumulated interest in excess of the deposit required for the service Customer will take at Customer's new premise.

d. If Customer's service is disconnected for non-payment and is subsequently reconnected, Company will require a full deposit from Customer to resume service.

e. If Customer is financially responsible for the service of another Customer and the financially responsible Customer is taking over the other Customer's existing service, Company will require the financially responsible Customer to pay a deposit.

3. Company shall retain Customer's deposit as long as Customer remains on service.

4. For a deposit held longer than 18 months, the deposit will be recalculated, at Customer's request, and based on Customer's actual usage. If the deposit on account differs from the recalculated amount by more than 10%, Company may collect any underpayment and shall refund any overpayment by check or credit to Customer's bill. No refund will be made if Customer's bill is delinquent at the time of the recalculation.

5. If Customer fails to maintain a satisfactory payment or credit record, or otherwise becomes a new or greater credit risk, as determined by Company in its sole discretion, Company may require a new or additional deposit from Customer.

### **New – Pre-Pay Program**

#### **AVAILABILITY**

Available to all gas and electric combination non-net metering service residential customers not on electric rate schedules RTOD-E, RTOD-D, GS, GTOD-E, or GTOD-D. Customers must:

- Have email and text capability on file with the Company.
- Have an AMI meter
- Not possess a past due balance greater than \$250
- Not have a medical alert, disconnection moratorium, or special rider and cannot participate in budget billing, flex pay, or auto pay programs

#### **TERMS AND CONDITIONS**

1. All customers participating in the Pre-Pay Program will be subject to the applicable rates, rules, and regulations of their associated standard rate schedule.
2. Any customer choosing to enroll in the Pre-Pay Program shall sign a Pre-Pay Program Service Agreement. The Agreement shall remain in effect until the customer notifies the Company of their intention to cancel the Agreement.
3. Customers enrolling in the program will require a minimum starting account balance of \$30. The current security deposit on file with the Company qualifies.
4. All non-usage charges (Franchise Fee, HEA, etc.) will be pro-rated daily across a customer's monthly billing cycle.
5. A Pre-Pay Program customer will be disconnected without a disconnection notice if the balance becomes negative.
6. If disconnected, customers will be required to have an account balance of \$30 before they will be reconnected.
7. If a request for disconnection of a Pre-Pay Program account is made, any remaining balance will be transferred to other active accounts, or if not applicable, or refunded.
8. Program participants may not possess a past due balance greater than \$250. If a customer has a past due balance, 30% of each payment will be applied towards the past due balance.
9. Program participants will receive an electronic monthly bill by email and text.
10. Customers will receive low-funds notifications at pre-determined triggers. Customers may also add their own triggers as well.
11. Customers may use all existing payment channels to add funds to their account.
12. Customers that choose to leave the prepay program for the standard residential program will need to provide a security deposit as required in the applicable standard rate schedule.
13. Customers that choose to leave the Pre-Pay Program for service under another tariff will not be allowed to return to the program for twelve (12) months.
14. Program participants will not be eligible for Hardship Waivers or Medical Letters.
15. Low-income agencies will be able to provide financial assistance to prepay customers.
16. If the AMI meter stops communicating, LKE will take steps necessary to secure a daily reading such as adding additional equipment. Until the readings are secured, the daily process is suspended as well. However, when the reading is secured, the billing process will resume and be deducted from the credit balance.
17. The Pre-Pay Program is not available to gas-only customers.

### **Terms and Conditions – Discontinuance of Service**

#### **Current**

3. When Customer or Applicant refuses or neglects to provide reasonable access and/or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given 15 days written notice (either

mailed or otherwise delivered, including, but not limited to, electronic mail), of Company's intention to discontinue or refuse service.

8. For non payment of bills. Company shall have the right to discontinue service for non payment of bills after Customer has been given at least ten days written notice separate from Customer's original bill. Cut off may be effected not less than twenty-seven (27) days after the mailing date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, (either mailed or otherwise delivered, including, but not limited to, electronic mail), of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

### **Proposed**

3. When Customer or Applicant refuses or neglects to provide reasonable access or easements to and on Customer's or Applicant's premises for the purposes of installation, operation, meter reading, maintenance, or removal of Company's property. Customer shall be given ten (10) days written notice (either mailed or otherwise delivered, including, but not limited to, electronic mail), of Company's intention to discontinue or refuse service.

8. For non payment of bills. Company shall have the right to discontinue service for non payment of bills after Customer has been given at least ten days written notice separate from Customer's original bill. Cut off may be effected not less than twenty-seven (27) days after the mailing (with "mailing" to include all other reasonable forms of delivering written communications, including without limitation electronic mailing) date of original bills unless, prior to discontinuance, a residential customer presents to Company a written certificate, signed by a physician, registered nurse, or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the original date of discontinuance. Company shall notify Customer, in writing, (either mailed or otherwise delivered, including, but not limited to, electronic mail), of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance.

## **Terms and Conditions – Curtailment Rules**

### **Current**

These rules are established to govern Company's available supply of gas to sales and transportation customers during periods of shortage or substantial reduction in the gas available to Company. These rules are designed to provide for curtailment or discontinuance of service made necessary by a deficiency in gas supply, capacity, or unforeseen emergency circumstances. These rules are designed to enable Company to continue to supply reliable gas service for residential and other human welfare purposes. These rules shall apply and continue in effect until lawfully modified or superseded under the regulatory jurisdiction of the Kentucky Public Service Commission.

1. DEFINITIONS (for purposes of these Rules).

**COMMERCIAL CUSTOMERS:** Customers engaged primarily in the sale of goods or services, including institutions and local, state and Federal governmental agencies, for uses other than those involving manufacturing as further described in Rate CGS.

**HUMAN NEEDS:** Residential and other customers whose facilities are used for residential dwellings on either a permanent or temporary basis or a facility providing critical emergency services (including, but not limited to, apartment buildings, correctional institutions, hospitals, nursing homes, assisted living facilities, hotels, motels, fire department stations, police stations, national guard facilities, and emergency response agency facilities).

**INDUSTRIAL CUSTOMERS:** Customers engaged primarily in a process or processes which create or change raw or unfinished materials into another form or product, including, but not limited to, the generation of electric power as further described in Rate IGS and Rate DGGS.

**SMALL INDUSTRIAL CUSTOMER:** Any industrial customer whose aggregate of twelve Monthly Base Period Volumes is 10,000 Mcf or less.

**LARGE INDUSTRIAL CUSTOMER:** Any industrial customer whose aggregate of twelve Monthly Base Period Volumes exceeds 10,000 Mcf.

**PILOT LIGHT REQUIREMENTS:** Gas used on either a continuous or intermittent basis only for the ignition of the fuel in the main burner; does not include any gas used to preheat or atomize solid or liquid fuels.

**BASE PERIOD:** The twelve (12) months ending on the October 31 preceding the calendar year which is the subject of the implementation of any curtailments hereunder.

**MONTHLY BASE PERIOD VOLUMES:** Monthly volumes assigned to each customer determined from its gas consumption (including sales and transportation volumes) during the Base Period.

**AUTHORIZED MONTHLY VOLUME:** The volume of gas authorized to be taken during a month and determined by deducting from the Monthly Base Period Volume the curtailment amount applicable for the month.

Some customers may have usage falling within more than one (1) of the above categories; as such, these customers may be required to segregate their total usage accordingly.

2. **COMBINATION OF AUTHORIZED MONTHLY VOLUMES.** Subject to a written application by a customer and acceptance thereof by Company, Company may permit any customer served through more than one point of delivery at any location, or any person, corporation or entity served with gas at more than one location, to take gas through the points or at the locations of its choosing, provided that the gas so taken will not exceed the combined Authorized Monthly Volumes applicable to such points of delivery, and provided that only volumes purchased under rate schedules subject to Pro Rata Curtailment may be so combined. Gas taken through each individual point of delivery will be billed at the rate applicable to such point of delivery.

The right to combine Authorized Monthly Volumes as herein described is limited to individual customers or individual persons, corporations or entities and such right will not extend to similar combinations between or among unrelated customers. Nor shall such combinations be employed by any customer for the purpose of obtaining a lower overall cost of gas.

Provided, however, in the case of Industrial Customers provided with sales service under Rate IGS or Special Contracts, which have requested and received approval to combine Authorized Monthly Volumes, Monthly Base Period Volumes for such combined Industrial Customers must aggregate to not less than 10,000 Mcf for a twelve-month period and such combination shall be treated as a Large Industrial Customer for the purpose of implementing either Pro-Rata or Emergency Curtailment.

For the purpose of assessment of penalties, the point of delivery will be considered on a combined basis, so that the actual combined takes will be measured against combined Authorized Monthly Volumes. It will be the responsibility of any applicant for this treatment to advise Company in writing as to the party or entity to be held accountable for the payment of such penalty.

3. PRO-RATA CURTAILMENT. In order to meet seasonal and daily sendout requirements, to preserve underground storage deliverability, and to provide for adequate and timely underground storage injections, Company will implement pro rata curtailment with respect to the classes of customers here listed:

- a. All customers served under Rate AAGS.
- b. Large Industrial Customers provided with sales service under Rate IGS, Rate SGSS, or Special Contracts.

Company will assign Monthly Base Period Volumes to each customer in the above two classes. Except in the case of an Emergency Curtailment, Company will provide as much notice as practicable to each of these customers that curtailment is being implemented. Such notice will include the percentage curtailment applicable to customer's Monthly Base Period Volume and the Authorized Monthly Volume such customer is authorized to take during said billing period.

Except in the case of Emergency Curtailment, such Pro-Rata Curtailment may only be implemented after Company issues an Operational Flow Order to customers served under Rate FT and takes similar actions applicable to transportation customers served under Special Contracts.

During each month, Pro-Rata Curtailment will be first applied to Rate AAGS customers until such curtailment reaches 100% of Monthly Base Period Volumes (allowing, however, for continuation of Pilot Light Requirements used in connection with alternate fuels). When Rate AAGS customers are 100% curtailed, any additional curtailment required will be apportioned at a uniform percentage to other customers subject to pro rata curtailment under this Section 3.

4. EMERGENCY CURTAILMENT. In the event of an emergency, Company will initiate the following actions, individually or in combination, in the order necessary as time permits so that service may continue to be supplied for residential and other human health, safety and welfare needs.

- a. Issue Operational Flow Orders to customers served under Rate FT, and take similar actions applicable to transportation customers served under Special Contracts. Customers that fail to comply with Operational Flow Orders will be required to discontinue the use of natural gas.
- b. Issue Action Alerts to Pool Managers under Rider PS-TS-2 serving customers under Rider TS-2, and take similar actions applicable to transportation customers served under Special Contracts. Customers of Pool Managers that fail to comply with Action Alerts may be required to terminate service under Rider PS-TS-2 and Rider TS-2 and return to firm sales service.
- c. Discontinue service to customers served under Rate AAGS.
- d. Implement curtailment of all or a portion of the gas usage by Large Industrial Customers served under either Rate IGS, Rate SGSS, or Special Contracts for gas sales service. Once curtailment in level 4 (above) has reached 100% of usage (excluding Pilot Light Requirements), implement curtailment of all or a portion of gas usage to the remaining Small Industrial and non-human needs commercial use customers.
- f. Company may request that transportation customers served under Rate FT and Special Contracts allow Company's use of customer-owned gas to supply higher priority end-use customers. Company shall negotiate compensation for such gas with any customer that complies with such request.
- g. Once curtailment of customers in level 5 (above) has reached 100% of usage (excluding Pilot Light Requirements), request reduction of gas usage by human needs commercial, residential, and other human needs customers.
- h. Implement forced curtailment of gas usage through the isolation of gas distribution load centers from the gas distribution system network.

5. PENALTY CHARGES. Company may, in its sole discretion, apply a penalty for all gas taken during a period of either Pro-Rata or Emergency Curtailment.

Any customer subject to Pro-Rata curtailment in accordance with Section 3 above, who at the end of a month has taken gas in excess of its Authorized Monthly Volumes (excluding Pilot Light Requirements where applicable) for such month, may, in the sole discretion of Company, be subject to a penalty charge applicable to such excess takes of gas at the rate of \$15.00 per Mcf plus the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment. Such penalty shall be in addition to the established rate for service.

Any customer subject to Emergency Curtailment in accordance with Section 4 above, who uses quantities of gas in excess of authorized quantities (excluding Pilot Light Requirements where applicable) during a period of such Emergency Curtailment, may, in the sole discretion of Company, be subject to a penalty charge applicable to such unauthorized takes of gas at the rate of \$15.00 per Mcf plus the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment. Such penalty shall be in addition to the established rate for service.

The payment of penalty charges for takes of gas in excess of Authorized Monthly Volumes or authorized quantities shall not be considered as giving any customer the right to make unauthorized takes of gas, nor shall such penalty charges be considered as a substitute for any other remedy available to Company.

Company shall return to all customers through Company's Gas Supply Clause any penalty charges collected from customers under this Section 5 net of any penalty charges incurred from Company's supplier(s).

6.DISCONTINUANCE OF SERVICE. If any customer subject to curtailment under these rules fails to limit its use of gas as provided for herein, then Company shall have the right to immediately discontinue all gas supply to such customer.

### **Proposed**

These rules are established to govern Company's available supply of gas to sales and transportation customers during periods of shortage or substantial reduction in the gas available to Company. These rules are designed to provide for curtailment or discontinuance of service made necessary by a deficiency in gas supply, capacity, or unforeseen emergency circumstances. These rules are designed to enable Company to continue to supply reliable gas service for residential and other human welfare purposes. These rules shall apply and continue in effect until lawfully modified or superseded under the regulatory jurisdiction of the Kentucky Public Service Commission.

#### 1. DEFINITIONS (for purposes of these Rules).

COMMERCIAL CUSTOMERS: Customers engaged primarily in the sale of goods or services, including institutions and local, state and Federal governmental agencies, for uses other than those involving manufacturing as further described in Rate CGS.

**HUMAN NEEDS:** Residential and other customers whose facilities are used for residential dwellings on either a permanent or temporary basis or a facility providing critical emergency services (including, but not limited to, apartment buildings, correctional institutions, hospitals, nursing homes, assisted living facilities, hotels, motels, fire department stations, police stations, national guard facilities, and emergency response agency facilities).

**INDUSTRIAL CUSTOMERS:** Customers engaged primarily in a process or processes which create or change raw or unfinished materials into another form or product, including, but not limited to, the generation of electric power as further described in Rate IGS and Rate DGGS.

**SMALL INDUSTRIAL CUSTOMER:** Any industrial customer whose aggregate of twelve Monthly Base Period Volumes is 10,000 Mcf or less.

**LARGE INDUSTRIAL CUSTOMER:** Any industrial customer whose aggregate of twelve Monthly Base Period Volumes exceeds 10,000 Mcf.

**PILOT LIGHT REQUIREMENTS:** Gas used on either a continuous or intermittent basis only for the ignition of the fuel in the main burner; does not include any gas used to preheat or atomize solid or liquid fuels.

**BASE PERIOD:** The twelve (12) months ending on the October 31 preceding the calendar year which is the subject of the implementation of any curtailments hereunder.

**MONTHLY BASE PERIOD VOLUMES:** Monthly volumes assigned to each customer determined from its gas consumption (including sales and transportation volumes) during the Base Period.

**DAILY BASE PERIOD VOLUME:** Daily volumes assigned to each customer determined for each month by dividing the Monthly Base Period Volume by the number of days in the month.

**AUTHORIZED DAILY VOLUME:** Daily volume that customer is authorized to take during the curtailment period which shall be equal to the product of the Daily Base Period Volume for the month curtailment occurs multiplied by the curtailment percentage plus Pilot Light Requirements.

Some customers may have usage falling within more than one (1) of the above customer categories; as such, these customers may treat their usage accordingly.

2. **PRO-RATA CURTAILMENT.** In order to meet seasonal and daily sendout requirements, to preserve underground storage deliverability, and to provide for adequate and timely underground storage injections, Company will implement pro rata curtailment with respect to the classes of customers here listed:

- a. All customers served under Rate AAGS.
- b. Large Industrial Customers provided with sales service under Rate IGS, Rate SGSS, or Special Contracts.

Company will assign Monthly and Daily Base Period Volumes to each customer in the above two classes. Except in the case of an Emergency Curtailment, Company will provide as much notice as practicable to each of these customers that curtailment is being implemented. Such notice will include the percentage curtailment and the Authorized Daily Volume such customer is authorized to take during said curtailment period. Company may alter the percentage curtailed during the curtailment period by providing as much notice as practicable.

Except in the case of Emergency Curtailment, such Pro-Rata Curtailment may only be implemented after Company issues an Operational Flow Order to customers served under Rate FT and takes similar actions applicable to transportation customers served under Special Contracts.

Pro-Rata Curtailment will be first applied to Rate AAGS customers until such curtailment reaches 100% of Authorized Daily Volumes (allowing, however, for continuation of Pilot Light Requirements used in connection with alternate fuels). When Rate AAGS customers are 100% curtailed, any additional curtailment required will be apportioned at a uniform percentage to other customers subject to pro rata curtailment under this Section 3.

**3.EMERGENCY CURTAILMENT.** In the event of an emergency, Company will initiate the following actions, individually or in combination, in the order necessary as time permits so that service may continue to be supplied for residential and other human health, safety and welfare needs.

- a. Issue Operational Flow Orders to customers served under Rate FT, Pool Managers served under Rider PS-FT and take similar actions applicable to transportation customers served under Special Contracts. Customers that fail to comply with Operational Flow Orders during Emergency Curtailment will be required to discontinue the use of natural gas. Pool Managers that are unable to comply with an Operational Flow Order during Emergency Curtailment are required to notify one or more customers in their Pool to reduce gas use so that the Pool Manager can comply with the Operational Flow Order.
- b. Issue Action Alerts to Pool Managers under Rider PS-TS-2 serving customers under Rider TS-2, and take similar actions applicable to transportation customers served under Special Contracts. Customers of Pool Managers that fail to comply with Action Alerts may be required to terminate service under Rider PS-TS-2 and Rider TS-2 and return to firm sales service.
- c. Discontinue service to customers served under Rate AAGS.
- d. Implement curtailment of all or a portion of the gas usage by Large Industrial Customers served under either Rate IGS, Rate SGSS, or Special Contracts for gas sales service. Company shall not be obligated to implement curtailment to all Large Industrial Customers when curtailment of fewer Large Industrial Customers will resolve an emergency.
- e. Once curtailment in section 3d (above) has reached 100% of usage (excluding Pilot Light Requirements), implement curtailment of all or a portion of gas usage to the remaining Small Industrial and non-human needs commercial use customers (excluding pilot light requirements).
- f. Company may contact Pool Managers to request that transportation customers served under Rate FT and Special Contracts allow Company's use of customer-owned gas to supply higher priority end-use customers. Company shall negotiate compensation for such gas with the Pool Manager of any customer that complies with such request.
- g. Once curtailment of customers in section 3e (above) has reached 100% of usage (excluding Pilot Light Requirements), request reduction of gas usage by human needs commercial, residential, and other human needs customers.
- h. Implement forced curtailment of gas usage through the isolation of gas distribution load centers from the gas distribution system network. This may be based on, but not limited to, geographic locations in the system.

**4.PENALTY CHARGES.** Company may, in its sole discretion, apply a penalty for all gas taken during a period of either Pro-Rata or Emergency Curtailment.

Any customer subject to Pro-Rata curtailment in accordance with Section 2 above, who at the end of a curtailment period has taken gas in excess of its Authorized Daily Volumes (excluding Pilot Light Requirements where applicable), may, in the sole discretion of Company, be subject to a penalty charge applicable to such excess takes of gas at the rate of \$15.00 per Mcf plus the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during

each month of the period of curtailment, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment. Such penalty shall be in addition to the established rate for service.

Any customer subject to Emergency Curtailment in accordance with Section 3 above, who uses quantities of gas in excess of authorized quantities (excluding Pilot Light Requirements where applicable) during a period of such Emergency Curtailment, may, in the sole discretion of Company, be subject to a penalty charge applicable to such unauthorized takes of gas at the rate of \$15.00 per Mcf plus the higher of the following: either (a) the highest daily mid-point price posted in "Platts Gas Daily" for Texas Gas Zone 1 adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment, or (b) the highest daily mid-point price posted in "Platts Gas Daily" for Lebanon-Hub adjusted for Fuel Retention applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS plus the Commodity Charge and any surcharges applicable to deliveries to Zone 4 under Texas Gas Transmission, LLC's Rate NNS during each month of the period of curtailment. Such penalty shall be in addition to the established rate for service.

The payment of penalty charges for takes of gas in excess of Authorized Daily Volumes or authorized quantities shall not be considered as giving any customer the right to make unauthorized takes of gas, nor shall such penalty charges be considered as a substitute for any other remedy available to Company.

Company shall return to all customers through Company's Gas Supply Clause any penalty charges collected from customers under this Section 5 net of any penalty charges incurred from Company's supplier(s).

5. DISCONTINUANCE OF SERVICE. If any customer or Pool Manager subject to Emergency Curtailment under these rules fails to limit its use of gas as provided for herein, then Company shall have the right to immediately discontinue all gas supply to such customer or require Pool Manager to reduce the volume of gas used by its Pool of customers.

Louisville Gas and Electric Company also proposes to change the text of the following electric tariffs: Residential Service Rate RS, Residential Time-of-Day Energy Service Rate RTOD-Energy, Residential Time-of-Day Demand Service Rate RTOD-Demand, Volunteer Fire Department Service Rate VFD, General Service Rate GS, General Time-of-Day Energy Service (GTOD-Energy), General Time-of-Day Demand Service (GTOD-Demand), Power Service Rate PS, Time-of-Day Secondary Service Rate TODS, Time-of-Day Primary Service Rate TODP, Retail Transmission Service Rate RTS, Fluctuating Load Service Rate FLS, Lighting Service Rate LS, Restricted Lighting Service Rate RLS, Lighting Energy Rate LE, Traffic Energy Service Rate TE, Pole and Structure Attachment Charges PSA, Electric Vehicle Supply Equipment Rate EVSE, Electric Vehicle Charging Service EVC, Outdoor Sports Lighting OSL, Special Charges, Curtailable Service Rider-1 CSR-1, Curtailable Service Rider-2 CSR-2, Small Capacity Cogeneration and Small Power Production Qualifying Facilities (SQF), Large Capacity Cogeneration and Large Power Production Qualifying Facilities (LQF), Net Metering Service-1 (NMS-1), Net Metering Service-2 (NMS-2), Excess Facilities (EF), Green Tariff Rider GT, Economic Development Rider EDR, Solar Share Program Rider SSP, Fuel Adjustment Clause FAC, Environmental Cost Recovery Mechanism ECR, Electric Vehicle Supply Equipment Rider EVSE-R, Demand-Side Management Cost Recovery Mechanism DSM, Retired Asset Recovery RAR, and the Terms and Conditions.

LG&E proposes to add one new electric rate schedule, Extremely High Load Factor Service ("EHLF"), one new electric adjustment clause, Renewable Power Purchase Agreement Adjustment Clause ("RPPA"), one new customer program, Pre-Pay Program, and one new tariff for Terms and Conditions ("Rules for

Transmission-Level Retail Electric Studies and Related Implementation Costs.

Louisville Gas and Electric Company also proposes to change the text of the following gas tariffs: Residential Gas Service Rate RGS, Volunteer Fire Department Service Rate VFD, Firm Commercial Gas Service Rate CGS, Firm Industrial Gas Service Rate IGS, As-Available Gas Service Rate AAGS, Substitute Gas Sales Service SGSS, Firm Transportation Service Rate FT, Distributed Generation Gas Service Rate DGGS, Local Gas Delivery Service LGDS, Special Charges, Gas Transportation Service/Firm Balancing Service Rider TS-2, Gas Meter Pulse Service Rider GMPS, Pooling Service Rider PS-TS-2, Pooling Service Rate PS-FT, Standard Facility Contribution Rider SFC, Gas Line Tracker GLT, and Gas Supply Clause GSC, and the Terms and Conditions.

LG&E’s proposed rates reflect a proposed annual increase in electric revenues of approximately 8.3% and gas revenues of approximately 14.0% to Louisville Gas and Electric Company.

The estimated amount of the annual change and the average monthly bill to which the proposed electric rates will apply for each electric customer class is as follows:

<b>Electric Rate Class</b>	<b>Average Usage (kWh)</b>	<b>Annual \$ Increase</b>	<b>Annual % Increase</b>	<b>Monthly Bill \$ Increase</b>	<b>Monthly Bill % Increase</b>
Residential	866	52,408,554	10.12	11.04	10.12
Volunteer Fire Department	866	*	10.12	11.04	10.12
Residential Time-of-Day - Energy	1,139	21,533	9.46	13.17	9.46
Residential Time-of-Day - Demand	5,598	3,167	9.19	51.91	9.19
General Service	2,026	11,564,999	6.54	19.92	6.54
General Time-of-Day - Energy	1,604	284	6.36	11.72	6.36
General Time-of-Day - Demand	18,599	2,776	5.75	114.55	5.75
Power Service	41,531	10,645,019	6.69	336.66	6.69
Time-of-Day Secondary	192,363	9,682,682	7.29	1,382.59	7.29
Time-of-Day Primary	1,205,552	11,886,201	7.82	7,305.43	7.82
Retail Transmission	6,746,690	5,310,892	7.62	34,044.18	7.62
Extremely High Load Factor	New Rate Schedule				
Fluctuating Load	No Customers currently are served under this Rate Schedule				
Outdoor Lights	79	2,230,997	9.20	2.02	9.21
Lighting Energy	1,753	24,540	6.59	9.16	6.59
Traffic Energy	176	27,567	7.53	1.53	7.53
Outdoor Sports Lighting	4,127	11	0.07	0.88	0.07
Rider – CSR	N/A	0.00	0.00	0.00	0.00

\* Volunteer Fire Department Annual \$ Increase Included in Residential.

The estimated amount of the annual change and the average monthly bill to which the proposed gas rates will apply for each gas customer class is as follows:

<b>Gas Rate Class</b>	<b>Average Usage (Mcf)</b>	<b>Annual \$ Increase</b>	<b>Annual % Increase</b>	<b>Mthly Bill \$ Increase</b>	<b>Mthly Bill % Increase</b>
Residential	5.2	40,978,479	14.87	11.12	14.87

Volunteer Fire Department	5.2	*	14.87	11.12	14.87
Commercial	33.6	14,291,973	11.76	45.71	11.76
Industrial	621.0	1,073,777	8.97	398.58	8.97
As-Available	2,166.6	17,591	4.92	732.98	4.92
Firm Transportation	18,568.1	2,675,061	24.41	2,821.79	24.41
Distributed Generation	0.7	8,902	10.74	106.06	10.74
Substitute Gas Sales	395.9	17,844	12.72	1,486.99	12.72
Local Gas Delivery	No Customers are currently served under this Rate Schedule				

\* Volunteer Fire Department Annual \$ Increase Included in Residential.

A detailed notice of all proposed revisions and a complete copy of the proposed tariffs containing the proposed text changes, terms and conditions for electric or gas service and rates may be obtained by submitting a written request by e-mail to [myaccount@lge-ku.com](mailto:myaccount@lge-ku.com) or by mail to Louisville Gas and Electric Company, ATTN: Rates Department, 2701 Eastpoint Parkway, Louisville, Kentucky, 40223, or by visiting LG&E's website at <https://lge-ku.com/lge-2025-rate-case>.

A person may examine LG&E's application at the office of LG&E located at 2701 Eastpoint Parkway, Louisville, Kentucky, 40223, and at LG&E's website at <https://www.lge-ku.com/lge-2025-rate-case>. A person may also examine this application at the Public Service Commission's offices located at 211 Sower Boulevard, Frankfort, Kentucky, Monday through Friday, 8:00 a.m. to 4:30 p.m., or may view and download the application through the Commission's Web site at <http://psc.ky.gov>.

Comments regarding the application may be submitted to the Public Service Commission by mail to Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602, or by email to [psc.info@ky.gov](mailto:psc.info@ky.gov). All comments should reference Case No. 2025-00114.

The rates contained in this notice are the rates proposed by LG&E, but the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice. A person may submit a timely written request for intervention to the Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602, establishing the grounds for the request including the status and interest of the party. If the Commission does not receive a written request for intervention within thirty (30) days of initial publication or mailing of the notice, the Commission may take final action on the application.