

**STANDARD RIDER**

**Excess Facilities**

**APPLICABILITY**

In all territory served.

**AVAILABILITY**

This rider is available for nonstandard service facilities which are considered to be in excess of the standard facilities that would normally be provided by the Company. This rider does not apply to line extensions or to other facilities which are necessary to provide basic electric service. The Company reserves the right to decline to provide service hereunder for any project (a) that exceeds \$100,000 or (b) where the Company does not have sufficient expertise to install, operate, or maintain the facilities or (c) where the facilities do not meet Company's safety requirements, or (d) where the facilities are likely to become obsolete prior to the end of the initial contract term.

**DEFINITION OF EXCESS FACILITIES**

Excess facilities are lines and equipment which are installed in addition to or in substitution for the normal facilities required to render basic electric service. Applications of excess facilities include, and are limited to, emergency backup feeds, automatic transfer switches, redundant transformer capacity, and duplicate or check meters.

**EXCESS FACILITIES CHARGE**

The customer shall pay for excess facilities through a contribution in aid of construction, which may take the form of a one-time payment or a fixed term Capital Recovery Charge based on the installed cost of the facilities. The length of the contract term shall be at the customer's option as set forth below.

Monthly Rates

Term:	Capital Recovery Charge					Operating Expenses
	5 Year	8 Years	10 Years	12 Years	15 Years	
	2.66%	1.89%	1.64%	1.48%	1.32%	0.13%

The percentage rates are applied to the installed cost of the excess facilities in order to determine the monthly charge.

All customers shall also pay the monthly operating expenses as long as service is rendered hereunder.

**PAYMENT**

The Excess Facilities Charges shall be incorporated with the monthly bill for electric service and will be subject to the same payment provisions.

**TERM OF CONTRACT**

The initial term of contract to the customer under this schedule shall be the selected Capital Recovery Charge Period as stated under the Excess Facilities Charge provision. The term shall continue automatically until terminated by either party upon at least one month's written notice.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
MAR 01 2000

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: *Stephan Belf*

SECRETARY OF THE COMMISSION  
Date Effective: November 21, 1995  
Refiled: February 21, 2000

Date of Issue: December 15, 1995

Issued By

*R. M. Hewett*

R. M. Hewett, Group Executive  
Louisville, Kentucky

Issued Pursuant to K.P.S.C. Order of 11/21/95 in Case No. 95-276

STANDARD RIDER

Excess Facilities (Continued)

SPECIAL TERMS AND CONDITIONS

1. The Company shall install, own, operate, and provide routine maintenance of the excess facilities. During the Capital Recovery Charge term, the Company shall be responsible for the necessary replacement of the excess facilities (or a faulty component thereof) in the event of failure. Otherwise, the cost of replacing the excess facilities shall be the responsibility of the Customer.
2. In the event that excess facilities installed for the Customer are later utilized concurrently to serve other customers, then the monthly excess facilities charge shall be adjusted in proportion to the cost of the excess facilities which is reasonably assignable to the Customer.
3. The Customer hereby grants to the Company the right of ingress and egress to and from the excess facilities over any property owned by the customer for the purpose of exercising any of its rights or fulfilling any of its obligations hereunder.
4. The customer may terminate the service prior to the end of the initial term upon at least six month's written notice. However, the Customer shall pay to the Company in a lump sum the present value of the Capital Recovery Charges that would have been due throughout the remainder of the initial contract period.
5. If the Customer fails to comply with any of the terms and conditions hereof (including, but not limited to, the Customer's obligation to pay the monthly excess facilities charge timely), then the Company may give to the Customer ten days advance notice of termination during which ten-day period the Customer shall have the opportunity to cure the default. If the Customer fails to cure the default during the ten-day period, then the Company shall have the right to terminate the excess facilities service immediately upon notice, and if such termination occurs during the initial term, the Customer shall pay all remaining charges in the manner prescribed under Item 4.
6. Upon termination of the service for any reason, whether during or after the initial contract period, the Company shall have the option of either removing the excess facilities from the Customer's premises and using, selling, or disposing of such excess facilities as the Company wishes or abandoning the excess facilities in place.
7. The service shall not be assigned or transferred by the Customer without the prior written approval of the Company.
8. Electric Service set forth in the Company's electric tariff shall apply except to the extent inconsistent with any of the terms hereof and are incorporated herein by reference.

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PUBLIC SERVICE COMMISSION  
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BY: Stephan B. Bell  
SECRETARY OF THE COMMISSION

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