

**Jackson Purchase Energy Corporation**  
2900 Irvin Cobb Drive  
Paducah, KY 42003  
[www.jpenergy.com](http://www.jpenergy.com)

Rates, Rules and Regulations for Furnishing

**ELECTRIC SERVICE**

In six counties in the State of Kentucky as  
depicted on territorial maps as filed with the


**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**

Date of Issue  
July 2, 2019

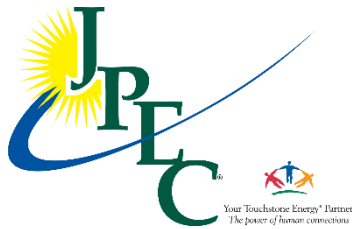
Date Effective  
With Service Rendered  
On and After  
June 20, 2019

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Issued by  
Greg Grissom, President and CEO  
/s/ Greg Grissom

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/20/2019</b>
<small>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</small>

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Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

Seventh Revised SHEET NO. 1

CANCELLING P.S.C. KY NO. 20

Sixth Revised SHEET NO. 1

GENERAL INDEX	
SCHEDULE OF RATES	RULES AND REGULATIONS

**Section 1 – Schedule of Rates**

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R - Residential	4	April 8, 2022
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C-3 - Small Commercial Three Phase	9	April 8, 2022
OL - Outdoor Lighting	11	February 6, 2021
D - Commercial and Industrial Demand Less Than 3,000 kW	14	April 8, 2022
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DSM 10 - [DISCONTINUED]	104	August 6, 2018
DSM 11 - Commercial High Efficiency Heating, Ventilation and Air Conditioning (“HVAC”) Program	106	December 12, 2018

DATE OF ISSUE January 25, 2023

Month / Date / Year

DATE EFFECTIVE December 28, 2022

Month / Date / Year

ISSUED BY /s/ Greg Grissom

Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

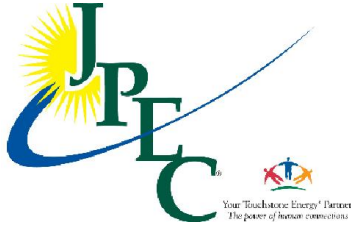
**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

EFFECTIVE

**12/28/2022**

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



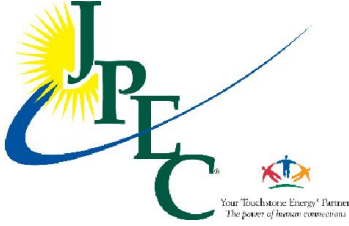
Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City \_\_\_\_\_  
 P.S.C. KY NO. 20  
 \_\_\_\_\_ SHEET NO. 2  
 CANCELLING P.S.C. KY NO. 19  
 \_\_\_\_\_ SHEET NO. 2

GENERAL INDEX	
SCHEDULE OF RATES	RULES AND REGULATIONS

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DATE OF ISSUE July 3, 2014  
 Month / Date / Year  
 DATE EFFECTIVE February 1, 2014  
 Month / Date / Year  
 ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols  
 TITLE President & CEO  
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
 IN CASE NO. 2013-00384 DATED April 25, 2014

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City \_\_\_\_\_  
 P.S.C. KY NO. 20  
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 SHEET NO. 3

GENERAL INDEX	
SCHEDULE OF RATES	RULES AND REGULATIONS

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DATE OF ISSUE July 3, 2014  
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 DATE EFFECTIVE February 1, 2014  
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 ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols  
 TITLE President & CEO  
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
 IN CASE NO. 2013-00384 DATED April 25, 2014

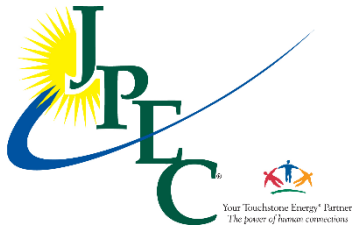
**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE  
**2/1/2014**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
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P.S.C. KY NO. 20

Second Revised SHEET NO. 4

CANCELLING P.S.C. KY NO. 20

First Revised SHEET NO. 4

**RATES AND CHARGES**  
**SCHEDULE R – RESIDENTIAL**

**Applicability**

Entire service territory.

**Availability of Service**

Available to all residential Members for use in the home and on the farm. Residential electric service is available for uses customarily associated with residential occupation, including lighting, cooking, heating, cooling, refrigeration, household appliances and other domestic purposes.

Residential rates are based on service to single family units and are not applicable to multi-family dwellings served through a single meter. Where two or more families occupy a residential building, JPEC may require as a condition precedent to the application of the residential rate that the wiring in the building be so arranged as to permit each family to be served through a separate meter. In those cases where such segregation of wiring would involve undue expense to the Member, at the Member's option in lieu of the foregoing, electric service rendered to a multi-family residential building through a single meter will be classified as commercial and billed on the basis of service to a Member at an appropriate non-residential rate.

If a separate meter is used to measure the consumption to remotely located buildings, such as garages, barns, pump houses, grain bins or other outbuildings, or facilities, such as electric fences, it will be considered a separate service and be billed as a separate service at the applicable non-residential rate.

**Type of Service**

Single phase, 60 cycle at available secondary service voltages.

**Rates**

Facilities Charge:	Per month	\$20.35	[I]
All Energy:	Per kWh per month	\$0.114521	[I]

DATE OF ISSUE May 6, 2022  
 Month / Date / Year

DATE EFFECTIVE April 8, 2022  
 Month / Date / Year

ISSUED BY /s/ Greg Grissom  
 Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN

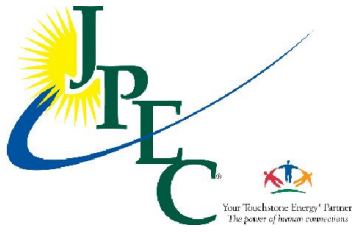
CASE NO. 2021-00358 DATED May 3, 2022

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
 Executive Director

**EFFECTIVE**  
**4/8/2022**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
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         SHEET NO. 6

CANCELLING P.S.C. KY NO. 19

         SHEET NO. 6

<b>RATES AND CHARGES</b>
<b>SCHEDULE R – RESIDENTIAL</b>

Member Rate Stability Mechanism (MRSM)	Sheet 123
Rural Economic Reserve (RER)	Sheet 125
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet 129

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DATE OF ISSUE July 3, 2014  
Month / Date / Year

DATE EFFECTIVE February 1, 2014  
Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00384 DATED April 25, 2014

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

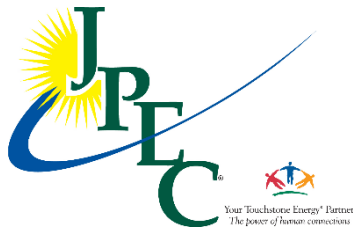
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TARIFF BRANCH

*Brent Kirtley*

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EFFECTIVE  
**2/1/2014**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
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P.S.C. KY NO. 20

Second Revised SHEET NO. 7

CANCELLING P.S.C. KY NO. 20

First Revised SHEET NO. 7

<b>RATES AND CHARGES</b>
SCHEDULE C-1 – SMALL COMMERCIAL SINGLE PHASE

**Applicability**

Entire service territory.

**Availability of Service**

To general lighting and small power commercial loads served at single phase available voltage levels.

Service under this schedule will be limited to maximum loads not exceeding 25 kW. Service to existing Members with a maximum load exceeding 25 kW is restricted to those Members being billed under the rate schedule as of its effective date of June 25, 2008. New Members, upon demonstrating an average demand of 25 kW or greater, will be served under the appropriate rate schedule, other than this schedule.

**Type of Service**

Single phase, 60 cycle at available voltages.

**Rates**

Facilities Charge:	Per month	\$20.35	[I]
All Energy:	Per kWh per month	\$0.114521	[I]

**Payment Terms**

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

DATE OF ISSUE May 6, 2022  
 Month / Date / Year

DATE EFFECTIVE April 8, 2022  
 Month / Date / Year

ISSUED BY /s/ Greg Grissom  
 Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN

CASE NO. 2021-00358 DATED May 3, 2022

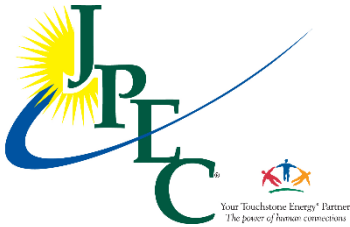
**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

**EFFECTIVE  
4/8/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)







Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20  
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9  
 SHEET NO.

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9  
 Original SHEET NO.

<b>RATES AND CHARGES</b>
SCHEDULE C-3 – SMALL COMMERCIAL THREE PHASE

**Applicability**

Entire service territory.

**Availability of Service**

To general lighting and small power commercial loads served at three phase available voltage levels and not exceeding 25 kW.

**Type of Service**

Three phase, 60 cycle at available voltages.

**Rates**

Facilities Charge:	Per month	\$32.27	[1]
All Energy:	Per kWh per month	\$0.100453	[1]

**Payment Terms**

The above rates are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rates shall apply to any unpaid portion.

**Adjustment Clauses**

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

Franchise Fee Rider	Sheet 112
School Tax	Sheet 114
Fuel Adjustment Clause (FAC)	Sheet 115

DATE OF ISSUE May 6, 2022  
 Month / Date / Year

DATE EFFECTIVE April 8, 2022  
 Month / Date / Year

ISSUED BY /s/ Greg Grissom  
 Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN

CASE NO. 2021-00358 DATED May 3, 2022

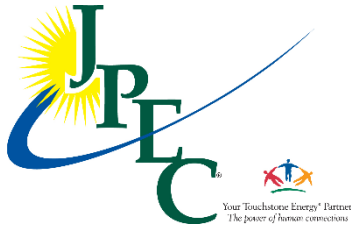
**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

**EFFECTIVE  
4/8/2022**

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





Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
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P.S.C. KY NO. 20

First Revised SHEET NO. 11

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 11

**RATES AND CHARGES**  
 SCHEDULE OL – OUTDOOR LIGHTING

**Applicability**

Applicable to any class Member.

**Type of Service**

JPEC will install and maintain automatic lighting fixtures and lamps shown below. Lights listed as no longer available for new applications will be converted to the member's choice of equivalent high pressure sodium or LED lights at the applicable rates if the original light fails and is not repairable.

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**Rate Per Month**

Watts	Lamp Type	Standard Fixture Lumens	Monthly kWh	Rate per Unit
100	HPS	8,000	40	\$10.98
250	HPS	23,000	95	\$15.25
250	HPS – Flood	23,000	95	\$16.01
1,000	Metal - Flood	110,000	367	\$40.10
	LED	6,000-9,000	20	\$11.19
	LED	9,300-15,000	38	\$13.68
	LED – Flood	14,500-23,000	73	\$19.30

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*The following lights will no longer be available for new applications or if the light is unrepairable:*

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Watts	Lamp Type	Standard Fixture Lumens	Monthly kWh	Rate per Unit	Date lights not available for new application
175	Metal	14,000	72	\$18.58	February 6, 2021

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DATE OF ISSUE January 6, 2021  
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DATE EFFECTIVE February 6, 2021  
 Month / Date / Year

ISSUED BY /s/ Greg Grissom  
 Greg Grissom

TITLE President & CEO

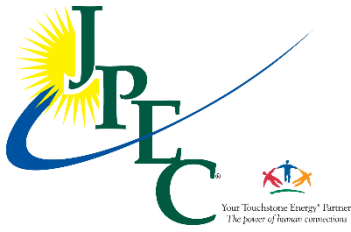
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

**EFFECTIVE  
2/6/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City \_\_\_\_\_  
 P.S.C. KY NO. 20  
 First Revised SHEET NO. 12  
 CANCELLING P.S.C. KY NO. 20  
 Original SHEET NO. 12

**RATES AND CHARGES**  
**SCHEDULE OL – OUTDOOR LIGHTING**

150	Metal	13,000	63	\$18.00	February 6, 2021
400	Metal	34,000	163	\$27.07	February 6, 2021
175	MV	7,000	70	\$11.43	June 25, 2008
400	MV	20,000	145	\$17.68	June 25, 2008

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**Terms of Payment**

The above terms are net, the gross rates being five percent (5%) higher. In the event the current bill is not paid on or before the date shown on the bill, the gross rates shall apply. Upon initial request for lighting, Member shall agree to a minimum service period of two (2) years. If Member disconnects the lighting service before the end of the two-year period any remaining balance will be billed to the Member. This term shall apply to a new lighting installation or when an on-site trip is required to energize a previously existing light.

**Conditions of Service**

Service will be furnished under JPEC’s Rules and Regulations applicable hereto.

JPEC will furnish and install one complete lighting unit consisting of the light fixture, arm, ballast, photo cell and lamp. Service may be installed on any facility owned by JPEC, other than a meter pole not accessible by truck as determined by JPEC. With a 2-year agreement, JPEC shall provide the pole, light and service and shall be within 150 feet of existing JPEC facilities. In the event that facilities other than the preceding items (i.e., added cost ornamental lighting and/or poles and/or additional poles) are required, the member shall pay a non-refundable contribution-in-aid of construction equal to the total additional cost incurred by JPEC for the additional facilities. Such cost shall include all added material, labor and applicable overhead costs. The contribution-in-aid of construction shall be deposited by the Member based on the estimated cost of the additional facilities. When construction is completed, the Member be billed for the actual cost of construction, and credit for advance payment shall be given.

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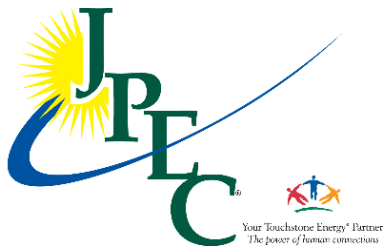
All material provided by JPEC shall remain the property of JPEC. Illumination shall be furnished from dusk until dawn using JPEC’s best efforts. Outages or malfunctions of the light should be reported as promptly as possible by the Member.

DATE OF ISSUE January 6, 2021  
 Month / Date / Year  
 DATE EFFECTIVE February 6, 2021  
 Month / Date / Year  
 ISSUED BY /s/ Greg Grissom  
 Greg Grissom  
 TITLE President & CEO  
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
 IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
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P.S.C. KY NO. 20

First Revised SHEET NO. 13

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 13

<b>RATES AND CHARGES</b>
<b>SCHEDULE OL – OUTDOOR LIGHTING</b>

Maintenance to JPEC facilities (including lamp, ballast, standard globe, standard shade and photo cell replacements, and/or pole) will be performed by JPEC without cost during normal work hours.

Any damage to the lamps, luminaries and other equipment resulting from actions other than those performed by JPEC personnel may be charged to the Member at cost, on a separate invoice, if not reimbursed to JPEC by a third party.

JPEC will not mount light fixtures on a meter pole unless accessible by JPEC truck as determined by JPEC.

**Adjustment Clauses**

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

Franchise Fee Rider	Sheet 112
School Tax	Sheet 114
Fuel Adjustment Clause (FAC)	Sheet 115
Environmental Surcharge (ES)	Sheet 117
Unwind Surcredit Adjustment Clause (USAC)	Sheet 119
Rebate Adjustment (RA)	Sheet 121
Member Rate Stability Mechanism (MRSM)	Sheet 123
Rural Economic Reserve (RER)	Sheet 125
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet 129

DATE OF ISSUE January 6, 2021  
 Month / Date / Year

DATE EFFECTIVE February 6, 2021  
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ISSUED BY /s/ Greg Grissom  
 Greg Grissom

TITLE President & CEO

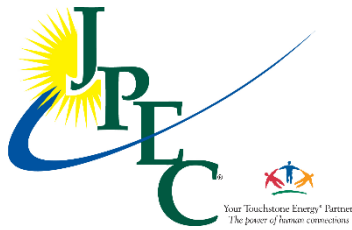
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Jackson Purchase Energy Corp.  
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P.S.C. KY NO. 20

First Revised SHEET NO. 14

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 14

<b>RATES AND CHARGES</b>
SCHEDULE D – COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

**Applicability**

Entire service territory.

**Availability of Service**

To commercial and industrial Members with maximum single or three phase load greater than 25 kW and less than 3,000 kW.

Members, upon demonstrating a billed demand of 3,000 kW or greater in two (2) months of any consecutive thirteen (13) month period, will be served under the appropriate (excluding this) rate schedule and shall remain on that schedule for a minimum of twelve (12) consecutive months. For the first billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the existing rate. For the second billed demand above 3,000 kW as referenced above, the Member's consumption will be billed at the appropriate (excluding this) rate schedule.

**Type of Service**

Single phase or three phase, 60 cycle at available voltages.

**Rates**

Facilities Charge:	Per month	\$48.42	
Demand Charge:	Per kW per month	\$9.01	[I]
Energy:			
First	200 kWh per kW per month	\$0.062202 per kWh per month	
Next	200 kWh per kW per month	\$0.052104 per kWh per month	
Next	200 kWh per kW per month	\$0.046973 per kWh per month	
Over	600 kWh per kW per month	\$0.041993 per kWh per month	

DATE OF ISSUE May 6, 2022  
 Month / Date / Year

DATE EFFECTIVE April 8, 2022  
 Month / Date / Year

ISSUED BY /s/ Greg Grissom  
 Greg Grissom.

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN

CASE NO. 2021-00358 DATED May 3, 2022

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

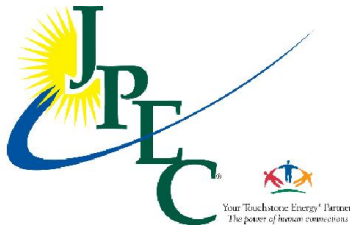
**EFFECTIVE  
4/8/2022**

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









Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

                     SHEET NO. 17

CANCELLING P.S.C. KY NO. 19

                     SHEET NO. 17

<b>RATES AND CHARGES</b>
SCHEDULE D – COMMERCIAL AND INDUSTRIAL DEMAND LESS THAN 3,000 kW

**Adjustment Clauses**

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

Franchise Fee Rider	Sheet 112
School Tax	Sheet 114
Fuel Adjustment Clause (FAC)	Sheet 115
Environmental Surcharge (ES)	Sheet 117
Unwind Surcredit Adjustment Clause (USAC)	Sheet 119
Rebate Adjustment (RA)	Sheet 121
Member Rate Stability Mechanism (MRSM)	Sheet 123
Rural Economic Reserve (RER)	Sheet 125
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet 129

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**Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date as shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE July 3, 2014  
Month / Date / Year

DATE EFFECTIVE February 1, 2014  
Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
G. Kelly Nuckols

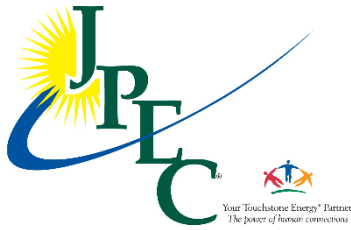
TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00384 DATED April 25, 2014

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 19

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 19

**RATES AND CHARGES**  
 SCHEDULE I-E – LARGE COMMERCIAL AND INDUSTRIAL – EXISTING

1. Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.
2. Member’s service characteristics shall meet the qualifications for service specified in the Big Rivers Large Industrial Customer Tariff.
3. It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

**Monthly Charges**

Service Charge:	Per month	\$414.97	
Demand Charge:	First 3,000 kW of billing demand per month	\$47,721.03	
	All additional kW per kW per month	\$15.91	
All Energy:	Per kWh per month	\$0.039094	[I]

**Minimum Monthly Charge**

The minimum monthly charges under this rate shall be the sum of the monthly Service Charge (\$414.97) and \$47,721.03 where 3,000 kVA or less of transformer capacity is required. For Members requiring more than 3,000 kVA of transformer capacity, the minimum monthly charge shall be increased by \$1.00 for each kVA or fraction thereof required above 3,000 kVA. Where it is necessary to extend or reinforce facilities in excess of standard service facilities, the minimum monthly charge may be increased to assure adequate compensation for the added facilities of one and one-half percent (1 1/2%) per month of the total cost of the excess facilities as a facilities charge for which no power and energy would be delivered. Any applicable Adjustment Clause, and applicable taxes shall be in addition to the charges above.

**Determination of Billing Demand**

The billing demand, in kilowatts (kW), shall be the Member’s maximum integrated thirty (30) minute demand at such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end

DATE OF ISSUE May 6, 2022  
 Month / Date / Year

DATE EFFECTIVE April 8, 2022  
 Month / Date / Year

ISSUED BY /s/ Greg Grissom  
 Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN

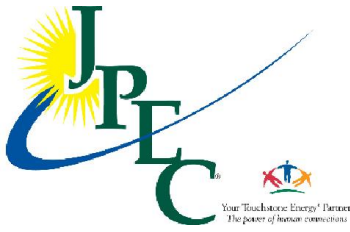
CASE NO. 2021-00358 DATED May 3, 2022

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

**EFFECTIVE  
4/8/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

                     SHEET NO. 21

CANCELLING P.S.C. KY NO. 19

                     SHEET NO. 21

<b>RATES AND CHARGES</b>
SCHEDULE I-E – LARGE COMMERCIAL AND INDUSTRIAL – EXISTING

**Adjustment Clauses**

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

Franchise Fee Rider	Sheet 112	T
School Tax	Sheet 114	T
Fuel Adjustment Clause (FAC)	Sheet 115	T
Environmental Surcharge (ES)	Sheet 117	T
Unwind Surcredit Adjustment Clause (USAC)	Sheet 119	T
Rebate Adjustment (RA)	Sheet 121	T
Member Rate Stability Mechanism (MRSM)	Sheet 123	T
Rural Economic Reserve (RER)	Sheet 125	T
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet 129	T

**Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE July 3, 2014  
Month / Date / Year

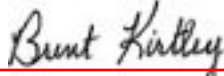
DATE EFFECTIVE February 1, 2014  
Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
G. Kelly Nuckols

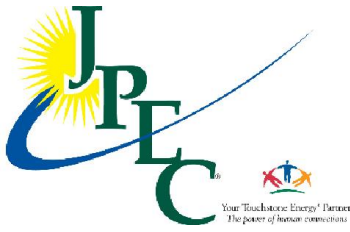
TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00384 DATED April 25, 2014

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH

EFFECTIVE <b>2/1/2014</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City \_\_\_\_\_  
 P.S.C. KY NO. 20  
 \_\_\_\_\_ SHEET NO. 23  
 CANCELLING P.S.C. KY NO. 19  
 \_\_\_\_\_ SHEET NO. 23

**RATES AND CHARGES**  
 SCHEDULE L – LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

- Member shall be served under this rate schedule as of the effective date of this schedule, June 25, 2008.
- It shall be the responsibility of the Member to coordinate through JPEC or its authorized agent all transactions that JPEC must take on behalf of the Member pursuant to the Big Rivers Large Industrial Tariff.

**Monthly Charges**

Service Charge:	Per month	\$414.97	R
Demand Charge:	Per kW per month	\$15.62	R
All Energy:	Per kWh per month	\$0.038125	R

The monthly billing shall be the sum of the Service Charge, Demand Charge, Energy Charge, Facilities Charge (if any), any applicable Adjustment Clause, and applicable taxes.

**Determination of Billing Demand**

The billing demand, in kilowatts (kW), shall be the Member’s maximum integrated thirty (30) minute demand at such delivery point during each billing period as determined by JPEC provided meter(s) which record at the end of each thirty (30) minute period the integrated kilowatt demand during the preceding thirty (30) minutes. Demand charges will be adjusted to correct for power factor lower than ninety percent (90%) when JPEC deems necessary. The monthly billing demand shall be adjusted when necessary in accordance with the following formula:

$$\text{Monthly Billing Demand (kW)} = \frac{\text{Maximum Actual Measured Demand (kW)} \times 90\%}{\text{Power Factor (\%)}}$$

DATE OF ISSUE May 14, 2014  
 Month / Date / Year \_\_\_\_\_  
 DATE EFFECTIVE February 1, 2014  
 Month / Date / Year \_\_\_\_\_  
 ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols \_\_\_\_\_  
 TITLE President & CEO  
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
 IN CASE NO. 2013-00384 DATED April 25, 2014

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

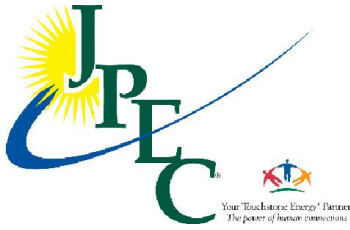
TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE  
**2/1/2014**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)







Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

                     SHEET NO. 25

CANCELLING P.S.C. KY NO. 19

                     SHEET NO. 25

<b>RATES AND CHARGES</b>
SCHEDULE L – LARGE COMMERCIAL AND INDUSTRIAL 3,000-5,000 kW

Rural Economic Reserve (RER)	Sheet 125
Non-Smelter Non-FAC Purchase Power Adjustment (PPA)	Sheet 129

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**Payment Terms**

The above rates are net, the gross rate being five percent (5%) higher. In the event the current bill is not paid on or before the due date shown on the bill, the gross rate shall apply to any unpaid portion.

DATE OF ISSUE July 3, 2014  
 Month / Date / Year

DATE EFFECTIVE February 1, 2014  
 Month / Date / Year

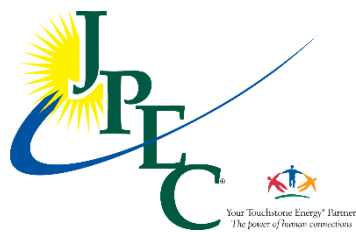
ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00384 DATED April 25, 2014

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 26

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 26

<b>RATES AND CHARGES</b>
<b>NON-RECURRING FEES</b>

**Applicability**

Entire service territory.

**Availability of Service**

Non-recurring fees are fees to members due to a specific request or action for certain types of service activity for which, when the activity is completed, no additional fees may be incurred. Such fees are intended to be limited in nature and to recover the specific cost of the activity.

**Rates**

Collection Fee	\$16.00	[R]
Returned Check Fee	\$5.60	[R]
Connection or Reconnection (Regular Hours) Fee	\$24.00	[R]
Connection or Reconnection (After Hours) Fee	\$24.00	[R]
Meter Test Request Fee	\$123.00	[R]
Meter Pole Perpetual Lease Fee	\$177.00	[R]

DATE OF ISSUE May 6, 2022  
Month / Date / Year

DATE EFFECTIVE April 8, 2022  
Month / Date / Year

ISSUED BY /s/ Greg Grissom  
Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN

CASE NO. 2021-00358 DATED May 3, 2022

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

EFFECTIVE  
**4/8/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City \_\_\_\_\_  
 P.S.C. KY NO. 20  
 First Revised SHEET NO. 27  
 CANCELLING P.S.C. KY NO. 20  
 Original SHEET NO. 27

**RATES AND CHARGES**  
**SCHEDULE NM – NET METERING**

**Applicable**

To entire territory served.

**Available**

Net Metering is available to eligible Member-generators in Jackson Purchase Energy Corporation’s (JPEC’s) service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of JPEC’s single hour peak load in Kentucky during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of JPEC’s single hour peak load during the previous year, upon Commission approval, JPEC’s obligation to offer net metering to a new Member-generator may be limited. An eligible Member-generator shall mean a retail electric Member of JPEC with a generating facility that:

1. Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
2. Has a rated capacity of not greater than forty-five (45) kilowatts;
3. Is located on the Member’s premises;
4. Is owned and operated by the Member;
5. Is connected in parallel with JPEC’s electric distribution system; and
6. Has the primary purpose of supplying all or part of the Member’s own electricity requirements.

(T)

At its sole discretion, JPEC may provide Net Metering to other Member-generators not meeting all the conditions listed above on a case-by-case basis.

The term "Member" hereinafter shall refer to any Member requesting or receiving Net Metering services under this tariff.

DATE OF ISSUE January 2, 20 20  
 Month / Date / Year

DATE EFFECTIVE January 2 2, 20 20  
 Month / Date / Year

ISSUED BY /s/ Greg Grissom  
 Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2019-004 40 DATED December 9, 2019

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

**EFFECTIVE  
1/22/2020**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)







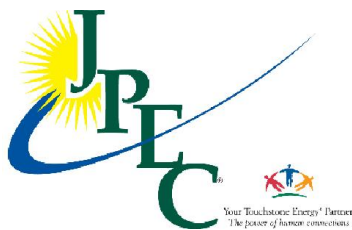












Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20  
SHEET NO. 35

CANCELLING P.S.C. KY NO. 19  
SHEET NO. 35

<b>RATES AND CHARGES</b>
<b>SCHEDULE NM – NET METERING</b>

switching surges, except that JPEC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of JPEC.

7. After initial installation, JPEC shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Member, JPEC 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 generating facility comply with the requirements of this tariff.
8. For Level 1 and 2 generating facilities, where required by JPEC, an eligible Member shall furnish and install on Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from JPEC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to JPEC'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, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to JPEC personnel at all times. JPEC may waive the requirement for an EDS for a generating facility at its sole discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under JPEC's safety and operating protocols.

JPEC shall establish a training protocol for line workers on the location and use of the EDS, and shall require that the EDS be used when appropriate, and that the switch be turned back on once the disconnection is no longer necessary.

9. JPEC shall have the right and authority at JPEC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if JPEC believes that: (a) continued interconnection and parallel operation of the generating facility with JPEC's electric system creates or

DATE OF ISSUE March 27, 2013  
 Month / Date / Year

DATE EFFECTIVE April 8, 2009  
 Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 DATED January 8, 2009

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



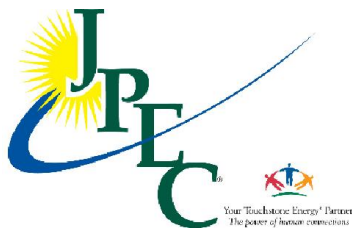












Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

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CANCELLING P.S.C. KY NO. 19

SHEET NO. 40

<b>RATES AND CHARGES</b>
<b>SCHEDULE NM – NET METERING</b>

based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, the Member shall demonstrate generating facility compliance.

3. The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
4. Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics, or otherwise interfere with the operation of JPEC's electric system. At all times when the generating facility is being operated in parallel with JPEC's electric system, Member shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by JPEC to any of its other Members or to any electric system interconnected with JPEC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, JPEC's ability to meet its primary responsibility of furnishing reasonably adequate service to its Members.

DATE OF ISSUE March 27, 2013  
 Month / Date / Year

DATE EFFECTIVE April 8, 2009  
 Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 DATED January 8, 2009

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)











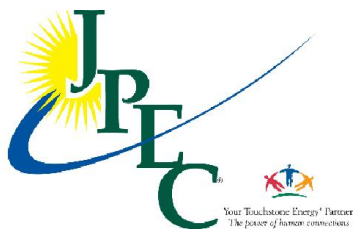












Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20  
SHEET NO. 50

CANCELLING P.S.C. KY NO. 19  
SHEET NO. 50

<b>RATES AND CHARGES</b>
<b>SCHEDULE NM – NET METERING</b>

1. JPEC shall provide Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
2. Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by JPEC's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient, and reliable operation of the generating facility in parallel with JPEC's electric system. Member shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from JPEC, Member shall demonstrate generating facility compliance.
3. The generating facility shall comply with, and Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) JPEC's rules, regulations, and JPEC's Service Regulations as contained in JPEC's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
4. Any changes or additions to JPEC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay JPEC for actual costs incurred for all such excess facilities prior to construction.
5. Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of JPEC's electric system. At all times

DATE OF ISSUE March 27, 2013  
 Month / Date / Year

DATE EFFECTIVE April 8, 2009  
 Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2008-00169 DATED January 8, 2009

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





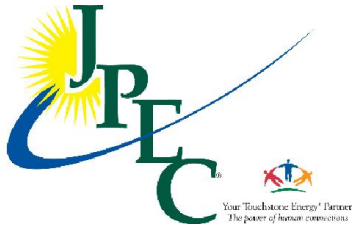












Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
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P.S.C. KY NO. 20

SHEET NO. 57

CANCELLING P.S.C. KY NO. 19

SHEET NO. 57

**RATES AND CHARGES**

**SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY**

[NOTE: THIS SAMPLE CONTRACT IS DESIGNED FOR USE ONLY WHEN A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF 100 KW OR LESS INTERCONNECTS DIRECTLY WITH THE DISTRIBUTION SYSTEM OF JPEC. JPEC RESERVES THE RIGHT TO REVISE THIS STANDARD FORM TO INCORPORATE ANY MODIFICATIONS WHICH IT BELIEVES APPROPRIATE UNDER THE CIRCUMSTANCES WHEN CONTRACTING WITH A PARTICULAR QUALIFYING FACILITY. THE TERMS IN THIS STANDARD CONTRACT MAY BE USED AS A BEGINNING POINT FOR NEGOTIATION OF A CONTRACT WITH A QUALIFYING COGENERATION OR SMALL POWER PRODUCTION FACILITY HAVING A POWER PRODUCTION CAPACITY OF OVER 100 KW.]

**AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY FROM A  
QUALIFYING SMALL POWER PRODUCTION OR COGENERATION  
FACILITY, 100 KW OR LESS**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_

day of \_\_\_\_\_, 20 \_\_\_\_ by and between Jackson Purchase

Energy Corporation

(JPEC), a retail electric distribution cooperative corporation, and \_\_\_\_\_

(the seller), a \_\_\_\_\_

WITNESSETH:

DATE OF ISSUE March 27, 2013

Month / Date / Year

DATE EFFECTIVE June 25, 2008

Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols

G. Kelly Nuckols

TITLE President & CEO

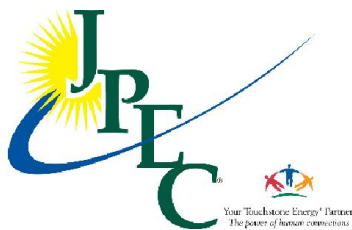
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED June 17, 2008

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)







Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

         SHEET NO. 60

CANCELLING P.S.C. KY NO. 19

         SHEET NO. 60

<b>RATES AND CHARGES</b>
SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

2.2 The seller, in designing, constructing, installing, operating and maintaining the QF, shall comply with all rules, regulations, policies, standards and codes generally recognized in the utility industry as applicable to such operations, including, but not limited to, the National Electrical Safety Code, IEEE Standard 1547, regulations of the Kentucky Public Service Commission, requirements and bulletins of the Rural Utilities Service, all federal, state and local safety codes, statutes and regulations and all applicable policies of JPEC now in existence or that may be adopted from time to time.

2.3 The seller shall pay JPEC the "additional interconnection cost" as defined in 807 KAR 5:054 Section 6 of interconnecting the QF with the distribution system of JPEC.

2.4 The seller shall pay for and JPEC shall own and maintain the metering equipment which it determines is necessary based upon the size and other characteristics of the QF to measure the power and energy sold by the seller. Upon termination of this agreement, the meters and metering equipment will be turned over to the seller if requested. JPEC shall test and calibrate meters by comparison with accurate standards at intervals not exceeding twelve (12) months and shall also make special meter tests at any time at the seller's request. The cost of all tests shall be borne by JPEC; provided,

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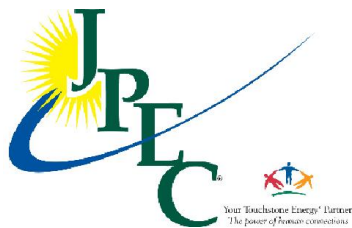
ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED June 17, 2008

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

         SHEET NO. 61

CANCELLING P.S.C. KY NO. 19

         SHEET NO. 61

<b>RATES AND CHARGES</b>
SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

however, that if any special meter test made at the request of the seller shall disclose that the meters are recording accurately, the seller shall reimburse JPEC for the cost of such test. Meters registering not more than two (2%) percent above or below normal shall be deemed to be accurate. The readings of any meter which shall have been disclosed by tests to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter shall fail to register for any period, the seller and JPEC shall agree as to the amount of energy furnished during such period and JPEC shall render payment therefore. JPEC shall meter all power and energy at voltage as mutually agreed to with the seller. JPEC shall, when requested, notify the seller in advance of the time of any meter reading or test so that the seller's representative may be present at such meter reading or test.

2.5 The original and any revisions to the plans, specifications and operating characteristics for the QF must be approved by JPEC before the seller connects its QF to JPEC's system. Prior to energization of the interconnection between the QF and JPEC's system, JPEC shall have the right to inspect the QF for any purpose. However, inspection and acceptance of any plans, design theory,

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 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED June 17, 2008

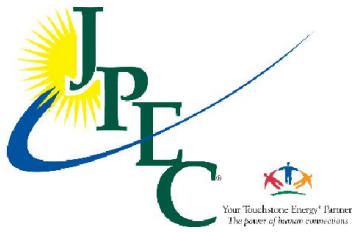
**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE  
**2/1/2014**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City  
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 SHEET NO. 62

<b>RATES AND CHARGES</b>
SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

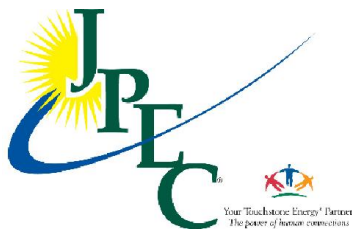
specifications and operating characteristics observed or provided respecting the QF, shall not be construed as confirming or endorsing the design, or as warranting the safety, durability or reliability of the QF. JPEC shall not, by reason of any review, acceptance, inspection or failure to review or inspect, be responsible for the QF, including, but not limited to, the strength, safety, details of design, adequacy or capacity thereof, nor shall acceptance or approval by either be construed as an endorsement of any QF.

2.6 The seller will be responsible for furnishing or paying for all rights-of-way and easements necessary to install, operate, maintain, replace and remove the interconnection facility and the metering equipment. Duly authorized representatives of JPEC shall be permitted to enter the premises of the seller at all reasonable times as may be necessary in connection with the proper performance of the terms and conditions of this agreement.

2.7 The seller shall install, own and maintain the necessary substation equipment at the point of connection to the system of JPEC unless otherwise agreed.

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 G. Kelly Nuckols  
 TITLE President & CEO  
 BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
 IN CASE NO. 2007-00116 DATED June 17, 2008

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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<b>RATES AND CHARGES</b>
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**ARTICLE III**

3.1 JPEC shall take and purchase all of the power and energy produced by the seller that is delivered to the point at which the QF is interconnected with JPEC’s distribution system. The power and energy delivered by the seller and purchased by JPEC shall be metered and paid for in accordance with the terms of this agreement. Electric power and energy to be purchased under this agreement shall be alternating current, single or three-phase, 60 Hertz. The parties will agree upon the delivery voltage and capacity prior to the commencement of purchase under this agreement.

3.2 The QF shall at all times operate in such manner as to maintain a power factor of not less than 90% leading or lagging.

3.3 The capacity delivered in kilowatts shall be the QF’s average hourly output which is delivered for the required minimum number of hours during each billing period, as determined by dividing the kWh delivered during the billing period by the actual number of hours in the billing period. For purposes of this agreement each calendar month during the term of this agreement shall be a separate billing period.

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 G. Kelly Nuckols

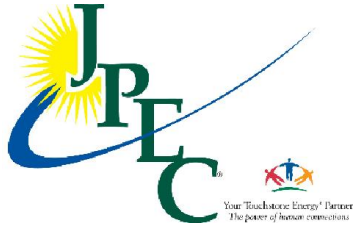
TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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3.4 JPEC shall read meters monthly. Electric power and energy furnished under this agreement shall be paid for within fifteen (15) days after the meters are read and the bill is issued.

3.5 Electric power and energy purchased by the seller shall be purchased from JPEC under arrangements separate from this agreement, and shall be metered and accounted for separately from the power and energy delivered and sold by the seller to JPEC.

**ARTICLE IV**

Rates and Charges

4.1 JPEC shall pay for the power and energy purchased from the seller upon the terms and conditions contained in its tariff, rate schedule SPC, which is attached to this agreement and incorporated herein by reference, subject to any revisions in that rate schedule that may from time to time be approved by the Kentucky Public Service Commission (hereinafter called "PSC")

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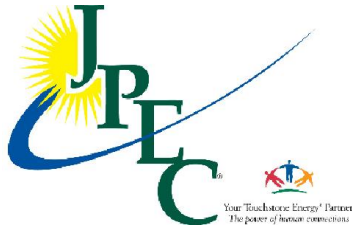
ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

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<b>RATES AND CHARGES</b>
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**ARTICLE V**

Protection of System Owned by JPEC

5.1 The seller shall be responsible for operating and maintaining the QF in a safe manner and for providing the protective equipment needed to prevent damage to the system owned by JPEC, injury to the personnel of JPEC, or interference with JPEC’s consumers. JPEC shall have the right to review the seller’s proposed protection system, operating procedures and system characteristics in order to determine whether the seller’s operation of the QF will have an adverse impact on the system owned by JPEC. The following areas, among others, may be reviewed for possible adverse effects:

1. Fault protection.
2. Voltage regulation and balance.
3. Grounding.
4. Synchronizing systems.
5. Disconnecting and isolating systems.
6. Flicker.
7. Harmonics.

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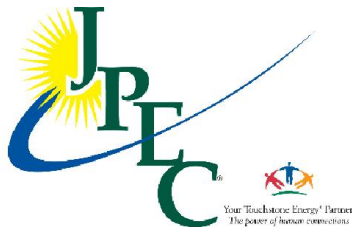
ISSUED BY /s/ G. Kelly Nuckols  
G. Kelly Nuckols

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TARIFF BRANCH  <i>Brent Kirtley</i>
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5.2 If the operation of the QF results in undesirable or harmful effects to the system of JPEC, or to consumers of JPEC, JPEC may require the seller to discontinue parallel operation until the circumstances have been corrected by installing appropriate equipment or otherwise.

5.3 JPEC may discontinue purchases from the seller and may break the interconnection between the QF and JPEC’s system, without prior notice, during any system emergency. By first giving reasonable written notice, JPEC may break the interconnection between the QF and the system of JPEC for a reasonable period of time for the purpose of necessary inspections, modifications, repairs or other maintenance of JPEC’s system, the interconnection facility or the metering equipment.

**ARTICLE VI**

Term

6.1 The initial term of this agreement shall be one (1) year from the effective date.

6.2 This agreement shall be automatically renewed each year for consecutive one-year terms unless JPEC or the seller has notified the other at least one hundred eighty (180) days prior to the expiration of the term of its intent to terminate the agreement.

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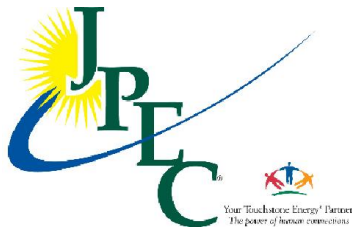
ISSUED BY /s/ G. Kelly Nuckols  
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED June 17, 2008

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
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<b>RATES AND CHARGES</b>
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6.3 The effective date of this agreement shall be the date on which the last of the following events occurs:

1. This agreement is approved by the Administrator of the Rural Utilities Service (if required).
2. This agreement is filed with and approved or otherwise accepted by the Kentucky Public Service Commission.
3. This agreement has been approved and executed by the seller and JPEC.

**ARTICLE VII**

7.1 The seller shall protect, indemnify and hold harmless JPEC and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney fees, for or on account of any injury or death of persons or damage to property caused by the seller or the seller's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the QF or any facilities owned by JPEC except where such injury, death or damage was caused or contributed to by the fault or negligence of JPEC or its employees, agents, representatives or contractors. His obligation shall survive termination of this

DATE OF ISSUE March 27, 2013

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ISSUED BY /s/ G. Kelly Nuckols

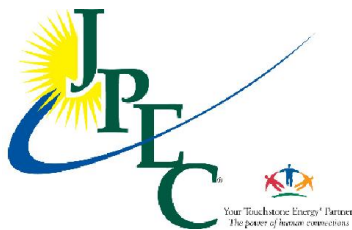
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
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<b>RATES AND CHARGES</b>
SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

agreement with respect to any act, occurrence or omission occurring prior to termination of this agreement, whether or not then accrued or known.

7.2 Without regard to any negligence by any of the parties to this agreement, JPEC shall not be liable to the seller for:

1. Any loss or damage to the seller's electric system or other property or any injury to the seller or the seller's employees, agents, contractors, representative licensees or invitees, including, without limitation, damage or injury caused by reclosing of the transmission or distribution system; or
2. Any loss of profits or revenues or any other indirect or consequential damage or injury to the seller resulting from interruption or partial interruption in the delivery of energy from the seller.

**ARTICLE VIII**

Insurance

8.1 The seller shall obtain and provide satisfactory evidence of insurance covering such risks and providing such coverage as JPEC may from time to time reasonably request.

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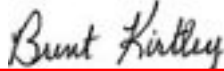
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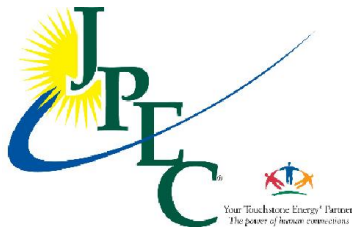
ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED June 17, 2008

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH

EFFECTIVE <b>2/1/2014</b>
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Jackson Purchase Energy Corp.  
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<b>RATES AND CHARGES</b>
SAMPLE AGREEMENT FOR PURCHASE OF ELECTRIC ENERGY

**ARTICLE IX**

Miscellaneous

9.1 If there shall be imposed by federal, state or other governmental authority, any tax payable by the seller upon the gross revenue or earnings, or upon the seller's production or sale of electric energy, such additional tax or taxes shall be paid solely by the seller.

9.2 This agreement contains the entire agreement between the parties. This agreement cannot be amended except in writing signed by the parties.

9.3 The waiver on the part of either party to enforce a provision of this contract at any time shall not be deemed a waiver with respect to any subsequent default or other matter.

9.4 This agreement may not be assigned without the written consent of JPEC.

9.5 This agreement shall be governed by the laws of the Commonwealth of Kentucky.

9.6 This agreement shall not be construed to create a joint venture, to impose a trust or to otherwise create a business relationship between or among any of the parties.

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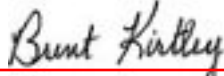
ISSUED BY /s/ G. Kelly Nuckols

G. Kelly Nuckols

TITLE President & CEO

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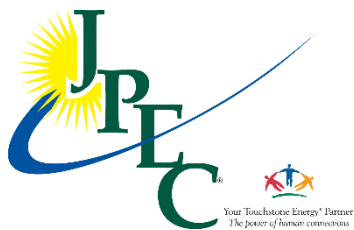
<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH

EFFECTIVE <b>2/1/2014</b>
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Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
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Second Revised SHEET NOS. 73 - 89

CANCELLING P.S.C. KY NO. 20

First Revised SHEET NOS. 73 - 89

**RATES AND CHARGES**

CABLE TELEVISION ATTACHMENT TARIFF (CTAT) & BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF – [DISCONTINUED]

CABLE TELEVISION ATTACHMENT TARIFF (CTAT) & BALLARD RURAL TELEPHONE COOPERATIVE CORPORATION (BRTC) TARIFF [DISCONTINUED] [T]

Tariff Sheet CANCELLED [T]

Reserved for Future Use [T]

DATE OF ISSUE January 25, 2023  
Month / Date / Year

DATE EFFECTIVE December 28, 2022  
Month / Date / Year

ISSUED BY /s/ Greg Grissom  
Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2022-00106 DATED December 28, 2022

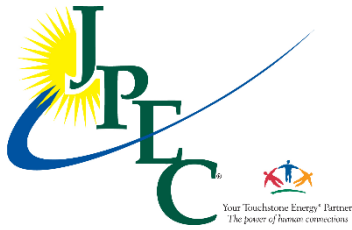
**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

EFFECTIVE

**12/28/2022**

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Jackson Purchase Energy Corp.  
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First Revised SHEET NO. 90

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 90

<b>RATES AND CHARGES</b>
DSM 01 - HIGH EFFECIENCY LIGHTING REPLACEMENT PROGRAM [DISCONTINUED]

DSM 01 – HIGH EFFICIENCY LIGHTING REPLACEMENT PROGRAM [DISCONTINUED]	[T]
Tariff Sheet CANCELLED	[T]
Reserved for Future Use	[T]

DATE OF ISSUE July 6, 2018  
Month / Date / Year

DATE EFFECTIVE August 6, 2018  
Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss  
Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

**EFFECTIVE  
8/6/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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FOR Entire Territory Served  
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CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 91

**RATES AND CHARGES**

DSM 02 - ENERGY STAR® CLOTHES WASHER REPLACEMENT INCENTIVE PROGRAM [DISCONTINUED]

DSM 02 - ENERGY STAR® CLOTHES WASHER REPLACEMENT INCENTIVE PROGRAM [DISCONTINUED] [T]

Tariff Sheet CANCELLED [T]

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DATE OF ISSUE July 6, 2018

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DATE EFFECTIVE August 6, 2018

Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss

Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

EFFECTIVE

**8/6/2018**

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



Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
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First Revised SHEET NO. 92

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 92

**RATES AND CHARGES**

DSM 03 - ENERGY STAR® REFRIGERATOR REPLACEMENT INCENTIVE PROGRAM [DISCONTINUED]

DSM 03 - ENERGY STAR® REFRIGERATOR REPLACEMENT INCENTIVE PROGRAM [DISCONTINUED] [T]  
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DATE EFFECTIVE August 6, 2018

Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss

Michael W. Chambliss

TITLE Interim President & CEO

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IN CASE NO. 2018-00236 DATED July 31, 2018

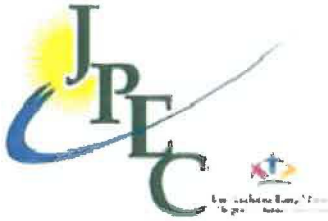
**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

EFFECTIVE

**8/6/2018**

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FOR Jackson Purchase Energy Corp.  
Entire Territory Served  
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P.S.C. KY NO. 20

Second Revised SHEET NO. 93

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First Revised SHEET NO. 93

**RATES AND CHARGES**  
**DSM 04 - RESIDENTIAL HIGH EFFICIENCY HEATING, VENTILATION AND AIR CONDITIONING ("HVAC") PROGRAM**

**Availability**

DSM program rates, terms and conditions are available to any Member receiving service under Tariff R (residential) subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff. This program will terminate no later than June 30, 2019, and, under no circumstances, be available after June 30, 2019.

[T]  
[T]

**Purpose**

This program promotes an increased use of high efficiency Heating, Ventilation and Air Conditioning (HVAC) systems among eligible Members by paying an incentive for the purchase and installation of a HVAC system beyond contractor grade minimums to one of three types of HVAC systems meeting ENERGY STAR® standards ("Qualified System"). This tariff will apply to a new installation, system upgrade, or system replacement.

**Member Incentives**

JPEC will reimburse an eligible Member an incentive payment for the purchase and installation of a Qualified System in the Member's service area based on the following table:

Geothermal (Ground Coupled Heat Pump)	Up to:	\$ 750.00	[T]
Dual Fuel (ASHP w/Gas Backup)	Up to:	\$ 500.00	[T]
Air Source Heat Pump (ASHP)	Up to:	\$ 200.00	[T]

**Terms & Conditions**

To qualify for the incentive under this program, an eligible Member must submit to JPEC a copy of a receipt of purchase and installation of a Qualified System from a licensed contractor verifying installation of the Qualified System on the premises of the Member in JPEC's service territory.

DATE OF ISSUE December 28, 2018  
Month / Date / Year

DATE EFFECTIVE December 12, 2018  
Month / Date / Year

ISSUED BY /s/ Greg Grissom  
Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED December 12, 2018

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

EFFECTIVE  
**12/12/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20  
SHEET NO. 94

CANCELLING P.S.C. KY NO. 19  
SHEET NO. 94

<b>RATES AND CHARGES</b>
DSM 04 - RESIDENTIAL HIGH EFFICIENCY HEATING, VENTILATION AND AIR CONDITIONING ("HVAC") PROGRAM

**Evaluation, Measurement and Verification**

JPEC and Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

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DATE OF ISSUE March 27, 2013  
Month / Date / Year

DATE EFFECTIVE October 26, 2012  
Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2012-00356 DATED October 26, 2012

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
EFFECTIVE <b>12/12/2018</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 95

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 95

<b>RATES AND CHARGES</b>
DSM 05 - TOUCHSTONE ENERGY® NEW HOME PROGRAM [DISCONTINUED]

DSM 05 - TOUCHSTONE ENERGY® NEW HOME PROGRAM [DISCONTINUED]	[T]
Tariff Sheet CANCELLED	[T]
Reserved for Future Use	[T]

DATE OF ISSUE July 6, 2018  
Month / Date / Year

DATE EFFECTIVE August 6, 2018  
Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss  
Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director
<i>Gwen R. Pinson</i>
<b>EFFECTIVE 8/6/2018</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 96

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 96

**RATES AND CHARGES**

DSM 05 - TOUCHSTONE ENERGY® NEW HOME PROGRAM [DISCONTINUED]

DSM 05 - TOUCHSTONE ENERGY® NEW HOME PROGRAM [DISCONTINUED] [T]  
Tariff Sheet CANCELLED [T]  
Reserved for Future Use [T]

DATE OF ISSUE July 6, 2018

Month / Date / Year

DATE EFFECTIVE August 6, 2018

Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss

Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

EFFECTIVE

**8/6/2018**

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



Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 97

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 97

**RATES AND CHARGES**

DSM 06 – RESIDENTIAL AND COMMERCIAL HVAC & REFRIGERATION TUNE-UP PROGRAM [DISCONTINUED]

DSM 06 – RESIDENTIAL AND COMMERCIAL HVAC & REFRIGERATION TUNE-UP PROGRAM [DISCONTINUED] [T]

Tariff Sheet CANCELLED [T]

Reserved for Future Use [T]

DATE OF ISSUE July 6, 2018

Month / Date / Year

DATE EFFECTIVE August 6, 2018

Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss

Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

EFFECTIVE

**8/6/2018**

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



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20  
 SHEET  
Second Revised NO. 98

CANCELLING P.S.C. KY NO. 20  
 SHEET  
First Revised NO. 98

**RATES AND CHARGES**  
 DSM 07 – COMMERCIAL / INDUSTRIAL HIGH EFFICIENCY LIGHTING REPLACEMENT INCENTIVE PROGRAM

**Availability**

DSM program rates, terms and conditions are available to any Member receiving service under Tariff C-1, C-3 or D subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff. This program will terminate no later than June 30, 2019, and under no circumstances, be available after June 30, 2019.

[T]  
[T]

**Purpose**

This program promotes the upgrading of low efficiency commercial or industrial lighting systems by paying an incentive to eligible Members who measurably improve the energy efficiency of a commercial or industrial lighting system.

**Member Incentives**

JPEC will pay an eligible Member an incentive payment of up to three hundred fifty dollars (\$350.00) per kW of measurable improvement in energy efficiency to an existing commercial or industrial lighting system.

[T]

**Terms & Conditions**

To qualify for the incentive under this program, an eligible Member must submit documentation to JPEC as specified below:

1. Information from which the energy efficiency of the existing commercial or industrial lighting system can be calculated;
2. Information from which the energy efficiency of the improved commercial or industrial lighting system can be calculated, and the improvement in the energy efficiency of the lighting system determined;
3. Information that documents the purchase and installation of the improvements to the commercial or industrial lighting system, including a copy of the invoice for materials and installation services associated with the project;

DATE OF ISSUE December 28, 2018  
 Month / Date / Year

DATE EFFECTIVE December 12, 2018  
 Month / Date / Year

ISSUED BY /s/ Greg Grissom  
 Greg Grissom

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED December 12, 2018

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

EFFECTIVE  
**12/12/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

SHEET NO. 99

CANCELLING P.S.C. KY NO. 19

SHEET NO. 99

**RATES AND CHARGES**

**DSM 07 – COMMERCIAL / INDUSTRIAL HIGH EFFICIENCY LIGHTING REPLACEMENT INCENTIVE PROGRAM**

4. Certification by the Member, or a third party acting on behalf of the Member, of the installation of the lighting system improvements at a Member's facility; and
5. A copy of the form showing the calculation of the energy efficiency improvements from the lighting system improvements, signed by the Member.

**Evaluation, Measurement and Verification**

JPEC and Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE March 27, 2013

Month / Date / Year

DATE EFFECTIVE October 26, 2012

Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols

G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2012-00356 DATED October 26, 2012

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

EFFECTIVE

**12/12/2018**

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



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 100

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 100

**RATES AND CHARGES**

DSM 08 – RESIDENTIAL WEATHERIZATION PROGRAM – ALL ELECTRIC [DISCONTINUED]

DSM 08 – RESIDENTIAL WEATHERIZATION PROGRAM – ALL ELECTRIC [DISCONTINUED] [T]

Tariff Sheet CANCELLED [T]

Reserved for Future Use [T]

DATE OF ISSUE July 6, 2018

Month / Date / Year

DATE EFFECTIVE August 6, 2018

Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss

Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY  
 PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
 Executive Director

**EFFECTIVE**

**8/6/2018**

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



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 101

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 101

**RATES AND CHARGES**

DSM 08 – RESIDENTIAL WEATHERIZATION PROGRAM – ALL ELECTRIC [DISCONTINUED]

DSM 08 – RESIDENTIAL WEATHERIZATION PROGRAM – ALL ELECTRIC [DISCONTINUED]	[T]
Tariff Sheet CANCELLED	[T]
Reserved for Future Use	[T]

DATE OF ISSUE July 6, 2018

Month / Date / Year

DATE EFFECTIVE August 6, 2018

Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss

Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
 Executive Director



EFFECTIVE  
**8/6/2018**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 102

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 102

<b>RATES AND CHARGES</b>
DSM 09 – RESIDENTIAL WEATHERIZATION PROGRAM – NON-ELECTRIC HEATING [DISCONTINUED]

DSM 09 – RESIDENTIAL WEATHERIZATION PROGRAM – NON-ELECTRIC HEATING [DISCONTINUED]	[T]
Tariff Sheet CANCELLED	[T]
Reserved for Future Use	[T]

DATE OF ISSUE July 6, 2018  
Month / Date / Year

DATE EFFECTIVE August 6, 2018  
Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss  
Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY  
 PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
 Executive Director

*Gwen R. Pinson*

**EFFECTIVE  
 8/6/2018**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 103

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 103

**RATES AND CHARGES**

DSM 09 – RESIDENTIAL WEATHERIZATION PROGRAM – NON-ELECTRIC HEATING [DISCONTINUED]

DSM 09 – RESIDENTIAL WEATHERIZATION PROGRAM – NON-ELECTRIC HEATING [DISCONTINUED] [T]

Tariff Sheet CANCELLED [T]

Reserved for Future Use [T]

DATE OF ISSUE July 6, 2018

Month / Date / Year

DATE EFFECTIVE August 6, 2018

Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss

Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY  
 PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
 Executive Director

EFFECTIVE

**8/6/2018**

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





Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 104

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 104

**RATES AND CHARGES**

DSM 10 – COMMERCIAL/INDUSTRIAL GENERAL ENERGY EFFICIENCY PROGRAM [DISCONTINUED]

DSM 10 – COMMERCIAL/INDUSTRIAL GENERAL ENERGY EFFICIENCY PROGRAM [DISCONTINUED] [T]

Tariff Sheet CANCELLED [T]

Reserved for Future Use [T]

DATE OF ISSUE July 6, 2018

Month / Date / Year

DATE EFFECTIVE August 6, 2018

Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss

Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

EFFECTIVE

**8/6/2018**

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



Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

First Revised SHEET NO. 105

CANCELLING P.S.C. KY NO. 20

Original SHEET NO. 105

**RATES AND CHARGES**

DSM 10 – COMMERCIAL/INDUSTRIAL GENERAL ENERGY EFFICIENCY PROGRAM [DISCONTINUED]

DSM 10 – COMMERCIAL/INDUSTRIAL GENERAL ENERGY EFFICIENCY PROGRAM [DISCONTINUED] [T]

Tariff Sheet CANCELLED [T]

Reserved for Future Use [T]

DATE OF ISSUE July 6, 2018

Month / Date / Year

DATE EFFECTIVE August 6, 2018

Month / Date / Year

ISSUED BY /s/ Michael W. Chambliss

Michael W. Chambliss

TITLE Interim President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED July 31, 2018

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

EFFECTIVE

**8/6/2018**

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



Jackson Purchase Energy Corp.  
FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

Second Revised SHEET NO. 106

CANCELLING P.S.C. KY NO. 20

First Revised SHEET NO. 106

**RATES AND CHARGES**  
DSM 11 - COMMERCIAL HIGH EFFICIENCY HEATING, VENTILATION AND AIR CONDITIONING ("HVAC") PROGRAM

**Availability**

DSM program rates, terms and conditions are available to any Member receiving service from a non-dedicated delivery point and being billed under Jackson Purchase Energy Corporation's (JPEC) Rate Schedules C-1, C-3 or D, subject to the limitations and eligibility requirements of this program, and to the rules and regulations of this tariff and as stipulated by the Big Rivers corresponding tariff. This program will terminate no later than June 30, 2019, and, under no circumstances, be available after June 30, 2019.

[T]  
[T]

**Purpose**

This program promotes increased utilization of high efficiency Heating, Ventilation and Air Conditioning (HVAC) systems by providing an incentive payment to eligible Members who purchase and install an HVAC system(s) beyond minimum efficiency standards to an HVAC system(s) meeting ENERGY STAR® standards ("Qualified System"). This tariff will apply to a new installation, system upgrade, or system replacement.

**Eligibility**

An eligible Member is a Member served from a non-dedicated delivery point and billed under JPEC's Rate Schedules C-1, C-3 or D who upgrades an HVAC system(s) in facilities in JPEC's service area in accordance with the terms and conditions of this program.

**Member Incentives**

JPEC will pay an eligible Member an incentive payment of up to \$75.00 per ton (12,000 BTU per hour minimal capacity) when a non-residential Member purchases and installs a HVAC Qualified System upgrade in facilities in JPEC's service area.

[T]

**Terms & Conditions**

To qualify for the incentive under this program, the eligible Member must submit to JPEC a copy of the receipt of purchase and installation of a Qualified System from a licensed contractor, along with a certificate from the Member

DATE OF ISSUE December 28, 2018

Month / Date / Year

DATE EFFECTIVE December 12, 2018

Month / Date / Year

ISSUED BY /s/ Greg Grissom

Greg Grissom


TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00236 DATED December 12, 2018

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE  
**12/12/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Jackson Purchase Energy Corp.  
Entire Territory Served  
Community, Town, or City

P.S.C. KY NO. 20

SHEET NO. 107

CANCELLING P.S.C. KY NO. 19

SHEET NO. 107

**RATES AND CHARGES**  
DSM 11 - COMMERCIAL HIGH EFFICIENCY HEATING, VENTILATION AND AIR CONDITIONING ("HVAC") PROGRAM

verifying installation of the Qualified System on the premises of the Member in JPEC's service area.

**Evaluation, Measurement and Verification**

JPEC and Big Rivers will initiate a process of evaluation, measurement and verification for the program. The process will ensure the quality and effectiveness of the program and optimal use of resources.

DATE OF ISSUE November 13, 2013  
Month / Date / Year

DATE EFFECTIVE September 6, 2013  
Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00568 DATED September 6, 2013

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**Gwen R. Pinson**  
Executive Director  
*Gwen R. Pinson*  
EFFECTIVE  
**12/12/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

























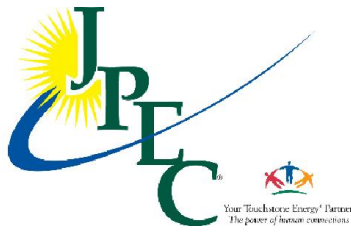












Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20  
SHEET NO. 122

CANCELLING P.S.C. KY NO. 19  
SHEET NO. 122

<b>RATES AND CHARGES</b>
<b>SCHEDULE RA – REBATE ADJUSTMENT</b>

P (m) = The kWh purchased in the second month preceding the month in which the RA is applied.  
 L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).  
 O = Any over recovery amount from the second preceding month.  
 U = Any under recovery amount from the second preceding month.

2. Billings to Members Served from Dedicated Delivery Points (No Line Losses to JPEC):  
 Billings computed pursuant to rate schedules or special contracts to which this section is applicable shall be decreased during the month following the receipt of the Rebate Adjustment amount credited to JPEC by the wholesale power supplier for the Member's dedicated delivery point.
3. Rate schedule (1) above shall apply to JPEC rate schedules "R", "C-1", "C-3", "OL", and "D". Rate schedule (2) above shall apply to rate schedules for service to Members when the wholesale rate paid by JPEC for the load provided to the Member is the Big Rivers Large Industrial Tariff.

DATE OF ISSUE May 14, 2014  
 Month / Date / Year

DATE EFFECTIVE February 1, 2014  
 Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2013-00384 DATED April 25, 2014

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





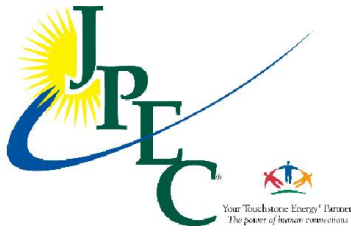












Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

SHEET NO. 129

CANCELLING P.S.C. KY NO. 19

SHEET NO. 127

<b>RATES AND CHARGES</b>
SCHEDULE PPA – NON-SMELTER NON-FAC PURCHASE POWER ADJUSTMENT

**Applicability**

Entire service territory.

**Availability of Service**

This Non-Smelter Non-FAC Purchase Power Adjustment (PPA) is a rider to all rate schedules of JPEC.

1. Billings to Members Served from Non-Dedicated Delivery Points:

Billings computed pursuant to rate schedules to which this section is applicable shall be adjusted based on the following formula where all references to costs and revenues will exclude amounts associated with Members served from dedicated delivery points.

The Non-Smelter Non-FAC Purchase Power Adjustment (PPA) applicable to kWh sold in the current month under each rate to which this section applies shall be based upon the following formula:

$$PPA = \frac{WPPA - O + U}{P(m) \times L} - PPA(b)$$

Where:

- PPA = The Non-Smelter Non-FAC Purchase Power Adjustment per kWh for the current month.
- WPPA = The Non-Smelter Non-FAC Purchase Power Adjustment amount charged by JPEC's wholesale power supplier for all non-dedicated delivery points on the power bill for the second month preceding the month in which the PPA is applied.
- P(m) = The kWh purchased in the second month preceding the month in which the PPA is applied.
- L = One minus the percent system energy losses equal to the rolling twelve (12) month average not to exceed ten percent (10%).
- O = Any over recovery amount from the second preceding month.
- U = Any under recovery amount from the second preceding month.
- PPA(b) = Base Non-FAC purchased power adjustment factor of \$0.0000 per kWh.

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 Month / Date / Year

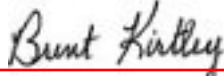
DATE EFFECTIVE September 1, 2011  
 Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

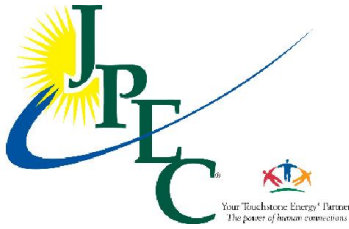
TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2011-00057 DATED September 6, 2011

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH

EFFECTIVE <b>2/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20  
SHEET NO. 131

CANCELLING P.S.C. KY NO. 19  
SHEET NO. 129

**RATES AND CHARGES**  
 SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

**Applicable**

Applicable in all territory served.

**Availability of Service**

Renewable Resource Energy service is available in accordance with the terms of this tariff rider to any Member purchasing retail electric service under a schedule listed in Section D of this rider, subject to JPEC’s general rules and regulations on file with the Public Service Commission of Kentucky. For purposes of this renewable resource energy service tariff rider, (i) the term “Renewable Resource Energy” means electric energy generated from solar, wind, ocean, geothermal energy, biomass, or landfill gas, and (ii) the term “biomass: means any organic material that is available on a renewable or recurring basis, including dedicated energy crops, trees grown for energy production, wood waste and wood residues, plants (including aquatic plants, grasses and agricultural crops), residues, fibers, animal wastes and other organic waste materials (but not including unsegregated municipal solid waste (garbage)), and fats and oils.

**Conditions of Service**

- (1) Renewable Resource Energy service availability is contingent upon the availability from JPEC’s wholesale power supplier of a wholesale supply of Renewable Resource Energy in the quantity and at the quality requested by a Member.
- (2) Subject to the other requirements of this tariff rider, JPEC will make Renewable Resource Energy service available to a Member if the Member signs a Renewable Resource Energy service contract in the form attached to this tariff rider agreeing to purchase a specified number of 100 kWh blocks of Renewable Resource Energy per month for a period of not less than one year, and that contract is accepted by JPEC’s wholesale power supplier. JPEC will have the right, but not the obligation, to terminate a Renewable Resource Energy service contract at the request of the Member before the end of the contract term.

DATE OF ISSUE March 27, 2013  
 Month / Date / Year

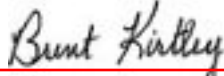
DATE EFFECTIVE September 1, 2011  
 Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

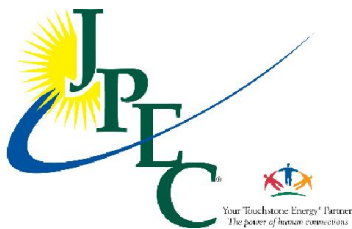
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2011-00057 DATED November 17, 2011

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH

EFFECTIVE <b>2/1/2014</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)







Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City  
 P.S.C. KY NO. 20  
SHEET NO. 134  
 CANCELLING P.S.C. KY NO. 19  
SHEET NO. 132

**RATES AND CHARGES**  
 SCHEDULE G-1 – RENEWABLE RESOURCE ENERGY SERVICE

**RENEWABLE ENERGY CONTRACT**

JPEC: JACKSON PURCHASE ENERGY CORPORATION

MEMBER: \_\_\_\_\_

MEMBER ACCOUNT NUMBER: \_\_\_\_\_

BEGINNING DATE OF RENEWABLE ENERGY SALE: \_\_\_\_\_, 20\_\_\_\_

ENDING DATE OF RENEWABLE ENERGY SALE (WHICH IS A DATE NOT LESS THAN ONE YEAR AFTER THE BEGINNING DATE): \_\_\_\_\_, 20\_\_\_\_

NUMBER OF BLOCKS OF 100 KILOWATT HOURS EACH OF RENEWABLE ENERGY PURCHASED: \_\_\_\_\_

JPEC agrees to sell, and Member agrees to buy Renewable Energy in the amounts and for the period stated above, in accordance with JPEC’s Renewable Energy Rider, a copy of which Member has received from JPEC. The retail rate premium that will be added to Member’s monthly bill for each 100 kWh block of Renewable Energy is \$ or \$\_\_\_\_\_ in total per billing month based upon the number of blocks of Renewable Energy Member will purchase from JPEC, subject to any changes in JPEC’s Renewable Energy Rider approved by the Kentucky Public Service Commission from time to time.

DATE OF ISSUE March 27, 2013

Month / Date / Year

DATE EFFECTIVE September 1, 2011

Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols

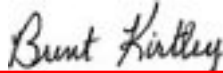
G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2011-00057

DATED November 17, 2011

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH

EFFECTIVE <b>2/1/2014</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)























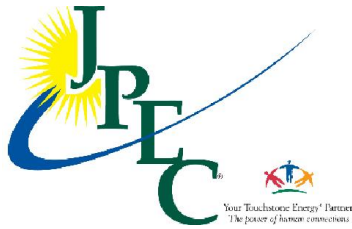












Jackson Purchase Energy Corp.  
 FOR Entire Territory Served  
Community, Town or City

P.S.C. KY NO. 20

SHEET NO. 149

CANCELLING P.S.C. KY NO. 19

SHEET NO. 147

**RULES AND REGULATIONS**

- D. For outstanding indebtedness. Except as provided in 807 KAR 5:006, JPEC shall not be required to furnish new service to any Member who is indebted to JPEC for service furnished or other tariffed charges until that Member has paid his/her indebtedness.
- E. For noncompliance with state, local or other codes. JPEC may refuse or terminate service to a Member if the Member does not comply with state, municipal, local or other codes and rules and regulations applying to such service. JPEC may terminate service pursuant to 807 KAR 5:006 only after ten (10) days written notice is provided, unless ordered to terminate immediately by a governmental official.
- F. For nonpayment of bills. JPEC may terminate service at a point of delivery for nonpayment of charges incurred for JPEC service at that point of delivery; however, JPEC shall not terminate service to any Member for nonpayment of bill for any tariffed charge without first having mailed or otherwise delivered an advance termination notice which complies with the requirements of 807 KAR 5:006.
  - 1. Termination notice requirements for electric service. JPEC shall mail or otherwise deliver the Member ten (10) day written notice of intent to terminate. Under no circumstances shall service be terminated before twenty-seven (27) days after the mailing date of the original unpaid bill unless, prior to discontinuance, a residential Member presents to JPEC a written certificate, signed by a physician, registered nurse, public health officer or other qualified medical provider, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, in which case discontinuance may be effective not less than thirty (30) days from the date JPEC notifies the Member, in writing, of state and federal programs which may be available to aid in payment of bills and the office to contact for such possible assistance. The termination notice to residential Members shall include written notification to the Member of the existence of local, state and federal programs providing for payment of JPEC bill under certain conditions, and the address and telephone number of the Department for Community Based Services of the Kentucky Cabinet for Health and Family Services, and/or successors or designees to contact for possible assistance.
  - 2. The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular Member or Members are otherwise dictated by the terms of a special agreement or contract between JPEC and the Member which has been approved by JPEC's Board of Directors and the Kentucky Public Service Commission.

DATE OF ISSUE March 27, 2013  
 Month / Date / Year

DATE EFFECTIVE June 25, 2008  
 Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
 G. Kelly Nuckols

TITLE President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED June 17, 2008

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

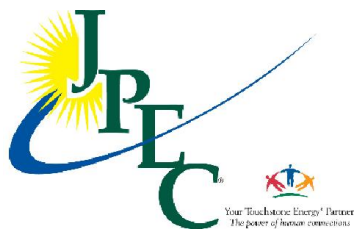
**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE  
**2/1/2014**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





Jackson Purchase Energy Corp.  
 FOR \_\_\_\_\_  
 Entire Territory Served  
 Community, Town or City

P.S.C. KY NO. 20

\_\_\_\_\_ SHEET NO. 150

CANCELLING P.S.C. KY NO. 19

\_\_\_\_\_ SHEET NO. 148

**RULES AND REGULATIONS**

- G. For illegal use or theft of service. JPEC may terminate service to a Member without advance notice if it has evidence that the Member has obtained unauthorized service by illegal use or theft or if the meter or other equipment belonging to JPEC is tampered or interfered with. Within twenty-four (24) hours after such termination, JPEC shall send written notification to the Member of the reasons for termination or refusal of service upon which JPEC relies and of the Member's right to challenge the termination by filing a formal complaint with the Kentucky Public Service Commission. This right of termination is separate from and in addition to any other legal remedies which JPEC may pursue for illegal use or theft of service. JPEC shall not be required to restore service until the Member has complied with all tariffed rules of JPEC and laws and regulations of the Kentucky Public Service Commission. The Member supplied shall pay the amount JPEC estimates is due for service rendered but not registered on JPEC's meter and for such repairs and replacements as are necessary. In disconnecting the illegal service, actual cost to disconnect will be charged if it is required to be disconnected at the transformer. This actual cost, including overheads and transportation, shall be determined based on wages, as determined by collective bargaining agreement, at the time of the disconnect at the transformer.
- H. Collection Fee. Should a collection agent be dispatched by JPEC, a collection fee in accordance with the non-recurring fees as approved by JPEC's Board of Directors and the Kentucky Public Service Commission shall be added to the Member's bill to defray the cost of the collection agent and mileage to effect such collection. JPEC will make a collection charge only once in any billing period. This charge is to be made regardless whether the agent collects the amount due or disconnects the service.

(32) TEMPORARY SERVICE

A Member requesting temporary service may be required to pay all cost of constructing, removing, connecting and disconnecting service. Facilities that are temporary in nature such as for construction contractors, sawmills, carnivals, fairs, camp meetings, etc., will be provided to Members making application for same, provided they pay an advance fee equal to the reasonable cost of constructing and removing such facilities along with a deposit (amount to be determined by JPEC), for estimated consumption. Upon termination of temporary service, the payment made on estimated consumption will be adjusted to actual consumption and either a refund or additional billing will be issued to such temporary Member.

DATE OF ISSUE March 27, 2013  
 \_\_\_\_\_  
 Month / Date / Year

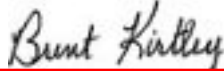
DATE EFFECTIVE June 25, 2008  
 \_\_\_\_\_  
 Month / Date / Year

ISSUED BY /s/ G. Kelly Nuckols  
 \_\_\_\_\_  
 G. Kelly Nuckols

TITLE President & CEO  
 \_\_\_\_\_

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2007-00116 DATED June 17, 2008

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH

EFFECTIVE <b>2/1/2014</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)





















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**SCHEDULE PA – POLE ATTACHMENTS**

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***ARTICLE I – OVERVIEW***

**APPLICABLE**

To all territory served.

**AVAILABLE**

To cable television system operators, telecommunications carriers, broadband internet providers, and governmental units that proceed in compliance with this Schedule. No attachment(s) shall be made to Cooperative's Poles unless and until Cooperative has approved such attachment(s) following receipt of an appropriate application and an acknowledgement of the applicability of this Schedule. Parties with joint use agreements with the Cooperative are excluded from this Schedule. Nothing in this Schedule is intended to expand the right to attach to Cooperative's Poles beyond those rights otherwise conveyed by law. Cooperative reserves the right, on a non-discriminatory basis, to deny access to and exclude from use any of its Poles where there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

**REGULATION**

This Schedule includes the Cooperative's rates, terms, and conditions governing attachments to Cooperative's Poles. It is intended to be (and should be interpreted) consistent with the requirements of 807 KAR 5:015 (the "**Pole Attachment Regulation**") and KRS Chapter 278. Capitalized terms not defined herein shall have the meaning prescribed in the Pole Attachment Regulation.

**APPENDICES**

This Schedule includes the following appendices:

- APPENDIX A – *Application/Request to Attach*
- APPENDIX B – *Specifications for Attachments*
- APPENDIX C – *Bill of Sale (template)*
- APPENDIX D – *Performance Bond*
- APPENDIX E – *Fees and Charges*

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Approved by Order of the Kentucky Public Service  
Commission entered December 28, 2022, Case No. 2022-00106  
Issued by: /s/ Greg Grissom  
Title: President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**12/28/2022**

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

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**ARTICLE II – EXPLANATION OF TERMS**

For the purpose of this Schedule, the following terms shall have the following meanings:

- A. **Actual Inventory** is a complete count of all Attachments on Poles to which the Licensee is attached.
- B. **Approved Contractor** is a contractor appropriately qualified by the Cooperative to provide self-help surveys or Make Ready services.
- C. **Attached Pole** is a pole for which shared use is established or continued pursuant to the terms of this tariff.
- D. **Attachment** is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the Cooperative's Pole.
- E. **Communication Space** is the lower usable portion on Poles typically reserved for low-voltage communications equipment and designated for the installation of Licensee facilities, the top of which is separated from the Supply Space by the Communication Worker Safety Zone.
- F. **Communication Worker Safety Zone** is the space on a Pole below the supply space, above the Communication Space. The amount of space of the Communication Worker Safety Zone is defined by the NESC.
- G. **Complex Make-ready** means any Make-ready that is not Simple Make-ready, such as the replacement of a Pole; splicing of any Attachment or relocation of existing Wireless Facilities, even within the Communications Space; and any Transfers or work relating to the attachment of Wireless Facilities.
- H. **Cost in Place** is the cost of a bare Pole, labor to install the Pole and associated overheads, including engineering.
- I. **High Volume Orders** are requests which seek to attach to no more than one and five-tenths percent (1.5%) of Cooperative's Poles in Kentucky or to no more than 1,000 Poles, whichever is less, and are not Lesser Volume Orders. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- J. **Licensee** means a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit seeking to attach or having attached new or upgraded facilities to a Pole.

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Title: President & CEO



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- K. **Lesser Volume Orders** are requests which seek to attach to no more than five-tenths percent (0.5%) of Cooperative's poles in Kentucky or to no more than 300 Poles, whichever is less. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- L. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.
- M. **Make-ready Costs** are all costs necessary for Cooperative to prepare its Poles for Licensee's Attachments, including the costs of materials, labor, engineering, applicable overhead charges and administrative costs. Included among Make-ready Costs are the costs of installing or changing out Poles, cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with applicable requirements. Make-ready Costs shall include costs needed to correct preexisting violations of applicable standards caused by Licensee; however, Make-ready Costs shall not include costs to bring poles, attachments, or third-party or utility equipment into compliance with current published safety, reliability, and pole-owner construction standards if the poles, attachments, or third-party or utility equipment were out of compliance because of work performed by a party other than the Licensee prior to the new attachment.
- N. **Outside Party** is any person or entity other than Cooperative or Licensee that is also attached to Cooperative's Poles consistent with law and this Schedule.
- O. **Overlashing** means to place an additional wire or cable communications facility onto an existing Attachment or messenger already secure to the pole in order to accommodate additional wire or cable communications facility capacity. An Overlash does not include a mid-span installation.
- P. **Permit** means authorization from Cooperative to the Licensee to attach an Attachment pursuant to this Schedule.
- Q. **Pole** means any pole owned or controlled by Cooperative, excluding any pole that is used primarily to support outdoor lighting or transmission-level voltages (greater than or equal to 69 kV).

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- R. **Rearrange or Rearrangement** is the moving of Attachments from one position to another on a Pole.
- S. **Service Drop** means a wire or line used to connect services to a single customer, building or location by means of any attachment to a Pole. A Service Drop shall run directly from a Pole to a specific customer, without the use of any other poles.
- T. **Simple Make-ready** is Make-ready in which existing Attachments in the Communications Space of a Pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing attachment or relocation of an existing Wireless Facility. Simple Make-ready does not include replacement of a Pole.
- U. **Space** is the linear portion of a pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Schedule).
- V. **Standard Pole** is a pole which is tall enough to provide Supply Space, a Communication Worker Safety Zone and Communication Space, as herein defined, for Cooperative and all Attachments and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for the Cooperative facilities and Attachments ordinarily placed by the parties in their respective spaces.
- W. **Supply Space** is the following described space:
1. For Cooperative, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles. For all additional size poles, the Supply Space shall be specified by Cooperative upon request.
  2. For Licensee, a Communication Space of One (1) foot on both thirty-five (35)-foot and forty (40)-foot poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.

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3. In the event Cooperative installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Cooperative, as defined above, for that pole shall be increased to include the additional above ground space provided by Cooperative. For avoidance of doubt, in any case Licensee shall be responsible for attaching at a height to provide the minimum ground clearance required by the specifications mentioned in ARTICLE III.
- X. **Transfer** is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another Pole.
- Y. **Wireless Facilities** are telecommunications or data transmission devices in which electromagnetic waves (rather than some form of wire or fiber) carry the signal over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

### ARTICLE III – ATTACHMENTS TO POLES

- A. At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable administrative and technical requirements and specifications, as described herein. Licensee’s use of the Poles shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements and specifications of the National Electrical Safety Code and subsequent revisions thereof (“**NESC**”), the National Electrical Code (“**NEC**”), the Occupational Safety and Health Act (“**OSHA**”) and Rural Utilities Service (“**RUS**”); (3) lawful requirements of public authorities; and (4) the non-discriminatory, reasonable requirements of Cooperative, including those set forth in APPENDIX B (as each may be amended from time to time). The requirements of the NESC, NEC, OSHA, and RUS are minimum requirements and reasonable, additional requirements may be required, as determined by Cooperative in its discretion. To the extent any requirements or specifications may conflict, the most stringent of them shall apply.
- B. Cooperative reserves the right to amend APPENDIX B from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the APPENDIX B (“**Amendment**”) shall apply prospectively

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only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of APPENDIX B then in effect.

- C. Each Licensee shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all loads caused by its Attachments. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Cooperative or an Outside Party.
- D. Licensee shall exercise precautions to avoid damage to facilities of Cooperative and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee's actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Cooperative upon Licensee's discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Cooperative for the reasonable costs and expenses incurred by Cooperative in addressing damage caused by Licensee.
- E. To further the goals of communication and cooperation with Licensee and Outside Parties, the Cooperative may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

#### **ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES**

- A. APPLICATION. Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information required under APPENDIX A in the method and form reasonably required by Cooperative (the “**Application**”), and receive written authorization from Cooperative authorizing the specific use requested. Failure to request and receive Cooperative's authorization as described

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Title: President & CEO



herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.

1. No application or payment is required for a Service Drop originating from a Pole and utilizing Communication Space already approved for use by a Licensee. Service Drops shall conform to Appendix B. The placement of one or more non-guyed Service Drops shall not create additional Communication Space.
2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party's operations, and such use complies with the terms of this Schedule.
3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than five-tenths percent (0.5%) of Cooperative's Poles in Kentucky (or to more than 300 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than sixty (60) days before submission of such Application(s)), the person or entity shall provide written notification to Cooperative describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, expected Make-ready, and similar information.
4. For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready ("OTMR") process described in Section C, below. An applicant shall elect the OTMR process in writing in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section B, below.

**B. PROCEDURE**

1. Review for Completeness.

- i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application and is accompanied by the prepayment of estimated survey costs consistent with Appendix E. Cooperative may treat

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- multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.
2. Surveys.
- i. Following its receipt of a complete Application, Cooperative will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s).
- ii. Except as otherwise provided herein, the following timeframes apply:
- a. With respect to Lesser Volume Orders, Cooperative will complete the survey and either grant or deny the applicant access within forty-five (45) days of receipt of a complete Application.
- b. With respect to High Volume Orders, Cooperative will complete the survey and either grant or deny the applicant access within sixty (60) days of receipt of a complete Application.
- c. The parties shall negotiate in good faith the timing of all requests for attachment which exceed 1,000 Poles or one and five-tenths percent (1.5%) of Cooperative's poles in Kentucky.
- iii. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments.
- iv. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of a Cooperative's survey. Cooperative will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection.
3. Make-Ready Estimates

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- v. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
  - b. For Make-ready above the Communications Space, the notice will be written and:
    - i. State where and what Make-ready will be performed;
    - ii. State a date for completion of Make-ready (which date will be no more than ninety (90) days after the notification is sent in the case of Lesser Volume Orders, and no more than one-hundred thirty-five (135) days after the notification is sent in the case of High Volume Orders);
    - iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
    - iv. State that Cooperative may assert its right to up to fifteen (15) additional days to complete Make-ready, consistent with the Pole Attachment Regulation;
    - v. State that if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
    - vi. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
  - ii. Cooperative will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where the Cooperative sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Cooperative.
  - iii. Cooperative will complete its own Make-ready consistent with the dates established in the relevant notice(s).
5. Final Invoice

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Within a reasonable period, not to exceed one-hundred twenty (120) days after Cooperative completes its Make-ready, Cooperative shall provide:

- i. A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an Application differ from any estimate previously paid for the survey work or if no estimate was previously paid; and
  - ii. A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual Make-ready Costs to accommodate Attachments if the final Make-ready Costs differ from the estimate provided and previously paid by the applicant.
- b. Upon receipt of payment for the final invoice, Cooperative shall grant to the applicant authorization (a Permit) to use the relevant Poles and to make Attachments in accordance with the terms of this Schedule. The Licensee shall have 180 days from the date Cooperative has issued a Permit to complete attachment of Licensee's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall automatically terminate without further notice to Licensee as to any Pole or Poles covered by the Permit to which Licensee has not attached its Attachment. In the event that the Permit to attach is terminated as set forth herein, Licensee shall not be reimbursed any fees or charges associated with any surveys or Make-ready.
- c. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify the Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and

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provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of Licensee's obligations beyond initial attachment.

6. Deviations from Make-Ready Timeline

- i. Cooperative may deviate from the time limits specified in this Schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this Schedule.
- ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good and sufficient cause that renders it infeasible for Cooperative to complete make-ready within the time limits established. If Cooperative deviates it will immediately notify, in writing, the applicant and affected Outside Parties and shall identify the affected Poles and include a detailed explanation of the reason for the deviation and a new completion date. Cooperative shall deviate from the time limits established for a period no longer than necessary to complete and shall resume Make-ready without discrimination once it returns to routine operations.
- iii. Cooperative or an Outside Party may deviate from the time limits established in this section during performance of complex Make-ready for reasons of safety or service interruption that renders it infeasible to complete complex Make-ready within the time limits established in this section. The applicant and other affected existing attachers shall be notified in writing of any such deviation, which notice shall identify the affected Poles, include a detailed explanation of the basis for the deviation, and include a new

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completion date, which new completion date shall not extend beyond sixty (60) days from the completion date provided in the case of Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.

7. Self-Help Remedy

- i. Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.
- ii. Cooperative and any Outside Party to be present for any work conducted as part of the self-help remedy.
- iii. An applicant shall use commercially reasonable efforts to provide Cooperative and Outside Parties with advance notice of not less than five (5) business days of a field inspection, or seven (7) days of impending Make-ready, as part of any self-help remedy it may conduct. The notice shall include the date and time of the work, a description of the work involved, and the name of the Approved Contractor being used by the applicant.
- iv. Self-help shall not be available for pole replacements. Only Cooperative or its designee may conduct pole replacements.

C. PROCEDURE (OTMR)

1. Review for Completeness.

- i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- ii. An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

2. Surveys.

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- i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an Approved Contractor to conduct any survey pursuant to the OTMR process.
  - ii. An applicant shall allow Cooperative and any affected Outside Party to be present for any field inspection conducted as part of its survey.
  - iii. An applicant shall use commercially reasonable efforts to provide Cooperative and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.
3. Application Review on Merits
  - i. Cooperative will review a complete Application requesting OTMR and respond either granting or denying same within fifteen (15) days of receipt in the case of Lesser Volume Orders, within thirty (30) days of receipt in the case of High Volume Orders, or within a time negotiated in good faith for requests exceeding High Volume Orders.
    - a. During the applicable timeframe for review following Cooperative's receipt of a complete Application, Cooperative or an Outside Party may object to the designation by the applicant that certain Make-ready is Simple Make-ready, as opposed to Complex Make-ready. Any objection shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to determination that the Make-ready is not simple; if such an objection is made, the Make-ready shall be deemed to be Complex Make-ready, and the applicant may not proceed with the affected proposed OTMR process.
  - ii. If Cooperative denies an Application on its merits, then Cooperative's decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.
4. Make-ready.

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- i. If an Application is approved by Cooperative and if the applicant has provided to Cooperative and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may proceed with Make-ready. An applicant shall use Cooperative or an Approved Contractor to perform the Make-ready.
  - ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
  - iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
  - iv. If an applicant/Licensee or Cooperative determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted Poles shall then be governed by section B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable.
5. Post Make-ready Timeline
  - i. Licensee shall notify Cooperative and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
  - ii. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations.

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Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of Attachments beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

**D. OVERLASHING.**

1. Any person or entity seeking to overlash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required under APPENDIX A, excluding a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.
2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.
3. Any party that engages in overlashing is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Cooperative property or other existing attachments results from overlashing, or if overlashing work causes safety or engineering standard violations, then the overlashing party shall be fully responsible at its expense for any necessary repairs.

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4. An overlash party shall notify Cooperative within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overlash. Cooperative shall have fourteen (14) days after completion of its inspection to notify the overlash party of any damage or code violations caused by the overlash. If Cooperative discovers damage or code violations caused by the overlash on equipment belonging to Cooperative, then Cooperative will inform the overlash party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overlash party for the reasonable costs related to fixing the damage or code violations or require the overlash party to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Overlash parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlash activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlashed facilities beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

#### ***ARTICLE V – RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS***

Cooperative does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Cooperative has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee's Attachments. If the Licensee shall at any time be prevented from placing or maintaining its Attachments on Cooperative's Poles, no liability on account thereof shall attach to Cooperative. If requested by Cooperative, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Cooperative from any and all claims, damages, or other losses arising out of Licensee's failure to obtain a necessary right-of-way, easement, license, franchise, or permit. If at any time after Licensee has attached its Attachment to Cooperative's Poles, Cooperative is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Cooperative's Poles immediately after receiving notice from Cooperative of such circumstance and the Permit covering such Poles shall automatically

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terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the Pole pending the outcome of the dispute, Licensee may maintain its Attachment if it provides proof of the permission and indemnifies Cooperative with respect to any losses incurred related to the Attachment.

Right-of-way clearing necessary for the operation of the Cooperative's distribution system shall be performed by Cooperative as it determines in the exercise of its sole judgment and discretion. Any right-of-way clearing necessary or requested for the installation or maintenance of Licensee's Attachment(s) will be the financial and operational responsibility solely of the Licensee, and Licensee must obtain Cooperative's permission prior to conducting any such clearing activity near Cooperative's Poles or other facilities. In the event that right-of-way work is required due to a fallen tree or similar situation whereby the condition of Licensee's cable and/or facilities are creating undue strain on the facilities of Cooperative or an Outside Party, Licensee agrees to remedy the situation as soon as possible at its own expense. If Licensee is not willing or able to remedy the situation within a timeframe suitable to Cooperative, as determined in its sole discretion, Cooperative may perform the necessary clearing and invoice the Licensee for the costs and expenses associated therewith.

**ARTICLE VI – MAINTENANCE OF POLES AND ATTACHMENTS; CONTRACTORS**

- A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative.
- B. Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric distribution system, including but not limited to the Poles.
- C. **CONTRACTORS (COMPLEX).** Cooperative shall make available and keep up-to-date a list of contractors Cooperative has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Cooperative or a contractor from Cooperative's list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Cooperative may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:

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- i. The contractor has agreed to follow published safety and operational guidelines of Cooperative;
  - ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
  - iii. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules;
  - iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Cooperative, as made available; and
  - v. The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.
- D. **CONTRACTORS (SIMPLE).** Cooperative may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Cooperative provides this list, then Licensee shall choose Cooperative or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.
- i. If Cooperative does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant's chosen contractor shall meet the minimum requirements delineated in the above section C, as certified by the applicant consistent with the Pole Attachment Regulation.
    1. Cooperative may disqualify any contractor chosen by an applicant that is not on the Cooperative's list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established above or to meet Cooperative's publicly available and commercially reasonable safety or reliability standards. Cooperative will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.
- E. Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this

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Schedule (including but not limited to the insurance and indemnification obligations under this Schedule) as if each such agent, contractor and subcontractor were the Licensee for purposes of this Schedule. Licensee shall ensure that Cooperative is an intended third party beneficiary of such requirements with enforceable rights against each such agent, contractor and subcontractor and that such rights are enforceable against each such agent, contractor and subcontractor in the same manner and to the same extent as Cooperative has such rights against Licensee under this Schedule. Licensee shall indemnify Cooperative for all liabilities, claims, demands and costs (including, without limitation, any legal fees and/or costs) arising from its failure to comply with the requirements of this provision.

**ARTICLE VII – INVENTORY (AUDIT) AND INSPECTIONS**

- A. **ACTUAL INVENTORY.** The Cooperative reserves the right to conduct an Actual Inventory of Attachments (sometimes referred to as a Pole Attachment Audit or Pole Audit) no more frequently than once every five (5) years; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory. Licensee and all Outside Parties shall reimburse Cooperative for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity's total attachments on Poles, as determined by the Actual Inventory. For the purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Cooperative's poles.
- B. **RESERVED.**
- C. **LICENSEE-SPECIFIC INSPECTION.** If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative shall

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provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.

- D. **CORRECTIONS.** If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Schedule, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result to any facilities or property, except to the extent of Cooperative's gross negligence or misconduct. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

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- E. **PENALTIES.** Cooperative may impose a penalty in the amount of one hundred dollars (\$100) for any violation caused by Licensee that is not corrected in accordance with the timelines listed in ARTICLE VII SECTION D – CORRECTIONS, and an additional one hundred dollars (\$100) every ninetieth (90<sup>th</sup>) day thereafter until Licensee addresses the violation(s) to Cooperative’s reasonable satisfaction. The foregoing notwithstanding, in no event may Cooperative impose a penalty unless the Licensee fails to correct a violation within thirty (30) days of notification of nonconformance from Cooperative.
- F. **SAFETY VIOLATIONS.** For avoidance of doubt, Licensee shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

**ARTICLE VIII – DIVISION OF COSTS**

**A. DIVISION OF COSTS FOR POLES**

- i. Licensee shall pay all of the necessary Make-ready cost of attaching to a new pole, including any costs associated with replacing or Transferring Licensee’s Attachments or any Outside Parties Attachments, except when the pole has been red-tagged for replacement by the Cooperative consistent with the Pole Attachment Regulation.
- ii. Where an existing pole is replaced for maintenance purposes, the Cooperative shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Cooperative will pay all the costs of installing the replacement pole. The Licensee will pay to replace its existing Attachments. The replaced pole shall be removed and retained by the Cooperative.
- iii. Any payments for poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of the poles or the Cooperative’s real property rights, easements, or rights-of-way for which Licensee has contributed in whole or in part.
- iv. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- v. In the event Cooperative installs a pole larger than is initially required for Electric Utility’s and Licensee’s use in anticipation of Cooperative’s future requirements or additions, the additional space provided by Electric Utility shall be reserved for Cooperative’s sole use. Licensee may request documentation to validate the need for future space.
- vi. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building

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down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.

- vii. Except as otherwise provided, Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

**B. DIVISION OF COSTS FOR VIOLATIONS**

- i. If any Attachment is found to be in violation of the terms of this Schedule, Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole(s) and all Transfers or other work incident thereto.
- ii. If any of Licensee's Attachments fail to conform with the technical requirements and specifications of this Agreement, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative's sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections.
- iii. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result, except to the extent of Cooperative's gross negligence or misconduct on any third-party's facilities or property.
- iv. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Cooperative or Outside Parties.
- v. In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the

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pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Joint Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the pole.

- vi. If one or more Outside Party Licensee(s) caused the violation, then such Outside Party Licensee(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Licensee, Cooperative and any other Licensees; and Cooperative will make reasonable effort to cause the Outside Party to make such payment.
- vii. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
- viii. Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

**ARTICLE IX – UNAUTHORIZED ATTACHMENTS**

- A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("**Unauthorized Attachment**"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification (via the designated electronic means, if any) within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A:
  - i. an Unauthorized Attachment exists *with no* violations, then the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment.
  - ii. an Unauthorized Attachments exist *with* violations, then the Licensee shall correct all violations within 90 days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment

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Title: President & CEO

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- B. If Licensee has failed to provide Appendix A, as appropriate, or has not removed such Unauthorized Attachments within the 90-day timeframe, then Cooperative may remove such Attachments at the Licensee's expense and with no liability to the Cooperative, in which event the Licensee shall reimburse Cooperative upon demand for the cost incurred in making such removal and shall indemnify and hold the Cooperative harmless from and against all loss, liability, or expense (including but not limited to claims of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of gross negligence or intentional misconduct. Nothing herein shall relieve Licensee of its obligation to maintain Attachments at all times in conformity with Cooperative's Specifications.

**ARTICLE X – ABANDONMENT OF POLES, TRANSFER OF ATTACHMENTS**

- A. If Cooperative desires at any time to abandon any Pole or to direct Licensee to Transfer one or more attachments for any reason, Cooperative will, except as otherwise provided, give the Licensee notice to that effect at least sixty (60) days prior to the date on which the Transfer shall be completed. If, at the expiration of said time period, Licensee has not removed its Attachments or pursued a deviation from the relevant time period consistent with the Pole Attachment Regulation, Cooperative may:
- a. Transfer the attachment(s) at Licensee's expense (in which case Cooperative expressly disclaims and shall have no responsibility or liability related thereto, except in the case of Cooperative's gross negligence or willful misconduct); and/or
  - b. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay Cooperative the then depreciated value in place of the Pole to Cooperative. Cooperative may further evidence transfer of title to the pole by completing APPENDIX C – BILL OF SALE. Credit shall be allowed for any payments which the Licensee may have made under the provisions of ARTICLE VII, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Cooperative is putting its facilities underground, the Pole will not be sold to the Licensee, and the Licensee shall comply with the undergrounding of the facilities or remove its facilities.
- B. If, for safety or reliability purposes, it is necessary for Cooperative to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an

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expedited basis, Cooperative may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably incurred by the Cooperative in performing such work.

- C. Licensee shall comply with reasonable and nondiscriminatory requirements that prohibit installation of structures on or above ground in an area designated solely for underground or buried cable and utility facilities.

**ARTICLE XI – ADJUSTMENT PAYMENTS**

- A. For a year in which there is no Actual Inventory, the number of Poles used in calculating the adjustment payments provided for herein shall be based on the applications and any identified unauthorized attachments.
- B. For a year for which there is an Actual Inventory, the following adjustment shall be made:
1. The difference between the number of Poles found by the Actual Inventory for the year in question and the number of Poles currently being billed, whenever conducted, shall be prorated evenly based on the assumption that such Poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.
  2. If the adjustment payment so calculated pursuant to this section is greater than the payment that was actually made for that billing period, the difference shall constitute an additional amount owed by the Licensee to Cooperative; if less, the difference shall constitute an amount owed by Cooperative or a credit to the Licensee.

**ARTICLE XII – RIGHTS OF OTHER PARTIES, LICENSEE**

- A. If Cooperative, prior to affording a Licensee any rights pursuant to this Schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Schedule, nothing herein contained shall be construed as affecting said rights or privileges with respect to attachments of such Outside Parties. Cooperative shall have the right to continue and extend such rights and privileges to such Outside Parties and to others, as the Attachment privileges herein granted are non-exclusive.
- B. No use, however extended, of Cooperative’s Poles and other facilities shall create or vest in Licensee any ownership or property rights in said Poles and other facilities except as specifically set forth herein. Cooperative may maintain its

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Poles and facilities as it sees fit in light of its own service requirements, and Licensee's rights in Cooperative's facilities shall be and remain a mere Permit for as long as authorized under the terms and conditions of this Schedule.

**ARTICLE XIII - WAIVER OF TERMS OR CONDITIONS**

The failure or decision of Cooperative to enforce or insist upon compliance with any of the terms or conditions of this Schedule shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**ARTICLE XIV - PAYMENT OF TAXES**

Each party shall pay all taxes and assessments lawfully levied on its own property and services, but any tax, fee, or charge levied on Cooperative's poles solely because of their use by the Licensee shall be paid by the Licensee.

**ARTICLE XV – DESIGNATED CONTACT PERSON(S), NOTICES**

- A. Licensee shall establish and maintain a designated contact person(s) (“**Designated Contact Person(s)**”) for ordinary maintenance requests, relocation requests, and notices from Cooperative who shall be reasonably available during normal business hours. Licensee shall also establish and maintain a Designated Contact Person(s) for emergency maintenance and relocation requests who shall be reasonably available 24 hours per day, 7 days a week. Licensee shall provide Cooperative with written contact information for each Designated Contact Person and ensure such written contact information remains current by providing Cooperative appropriate written notice of any change. Each Designated Contact Person shall be capable of providing (or acquiring) substantive, timely responses to Cooperative's inquiries or issues.
- B. Unless otherwise specifically provided herein, all notices, requests, consents, demands, designations, approvals or statements required to be made under this Schedule shall be in writing and shall be delivered via personal delivery, generally recognized overnight delivery service, certified U.S. mail return receipt requested, facsimile, electronic mail, or designated electronic platform. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.
- C. Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Cooperative to facilitate communication and the delivery of required notices and efforts related to this Schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation,

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abandonment or maintenance work. Notices sent through Cooperative's system or platform shall be satisfactory notice under this Schedule.

**ARTICLE XVI - REMEDIES**

- A. Licensee may at any time terminate any right to attach an Attachment to any Pole by removing its Attachment from such pole and notifying Cooperative of such removal. Such notice shall fully identify, by pole number and location, the Pole(s) from which such Attachments are being removed; absent such notice, Licensee shall continue to be responsible for rental payments. The Permit covering such Pole shall terminate upon receipt of such notice by Cooperative. No refund of any pole rental rate or other charge will be due on account of such removal. Cooperative may, in addition to seeking any other remedy available to it, suspend Licensee's rights under this Schedule (including access to Cooperative's poles) or terminate the Contract or any Permit issued under this Schedule if Licensee fails to comply with any of the provisions of this Schedule and fails within 30 days (or such longer, mutually-agreeable period if a 30 day cure period is not reasonably possible) after written notice from Cooperative to correct such noncompliance. In the event a governmental entity at any time requires Cooperative to remove one or more of its Poles, any Permit issued to Licensee for such Pole(s) shall automatically terminate, in which event Cooperative shall refund to Licensee any unearned rental payments made pursuant to this Schedule. Except as otherwise provided in this Schedule, the Licensee shall have 60 days within which to remove its Attachments from Cooperative's Pole(s) upon termination of a Permit issued under this Schedule. If the Licensee fails to remove its Attachments from Cooperative's Pole(s), Cooperative shall have the right (but not the obligation) to remove the Licensee's Attachments, without notice or liability of any kind to the Licensee, in which event the Licensee shall reimburse Cooperative upon demand for the cost Cooperative incurred in making such removal. Attachments of Licensee which remain after the 60-day period following termination may also be assessed pole rental rates at the rates applicable to Unauthorized Attachments, until such time as such Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Cooperative harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

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**ARTICLE XVII - REPRESENTATIONS AND WARRANTIES**

- A. In order to obtain service under this Schedule, Licensee shall: (i) be a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (ii) enjoy full authority to enter into and perform its obligations pursuant to this Schedule, recognizing it is a party bound by this Schedule, which is fully enforceable in accordance with its terms; and (iii) confirm its execution and delivery of its obligations under this Schedule will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it.
- B. Licensee shall comply with all federal, state, and local rules and ordinances. Licensee shall comply with all technical requirements and specifications applicable to Licensee's affixation of Attachments to Cooperative's Poles as authorized herein. Licensee shall comply with the Cooperative's practices and rules including requirements for installing, transferring, relocating, removing or maintaining Attachments. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and Licensee shall take all steps necessary to avoid any interference with Cooperative's safe and efficient operation of its electric distribution system, including but not limited to its poles, and the rights of Outside Parties.
- C. THERE ARE NO WARRANTIES UNDER THIS SCHEDULE EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COOPERATIVE SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF COOPERATIVE'S POLES AND RELATED PROPERTY AND FACILITIES.**

**ARTICLE XVIII – INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY**

- A. Licensee agrees to indemnify, defend and hold harmless Cooperative, its affiliates, directors, officers, member-owners, representatives and employees (collectively "**Indemnified Persons**") from and against any and all claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys' fees,

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as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Cooperative is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) (“**Losses**”) relating to or arising out of Licensee’s activities under this Schedule, its presence on or near Cooperative’s property, or any action or inaction by Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee’s liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers’ compensation law or under any plan for employees’ disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from the sole gross negligence or willful misconduct of any Indemnified Person.

- B. The obligations of this Article shall survive the conclusion of the parties’ relationship under this Schedule, shall be enforced to the fullest extent permitted by applicable law and the obligations of this Article shall be construed liberally in favor of indemnification of Cooperative.
- C. The indemnification obligations of Licensee under this Article and under other provisions of this Schedule are cumulative and not exclusive. Cooperative’s request for indemnification under one or more Articles shall not preclude or in any way waive or limit its ability to seek indemnification under other provisions of this Schedule.
- D. Cooperative shall not be liable to Licensee for any property damage, injury or death to persons (including payments made under any Worker’s Compensation Law or under any plan for employee disability and death benefits), interruption to service of Licensee, or for interference (however caused) with the operation of the cables, wires, appliances and facilities of Licensee, arising in any manner out of the use of Cooperative’s poles and other facilities hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alterations of, or additions to, the lines and other facilities of Cooperative or Outside Parties may have upon the Attachments or the service or equipment of Licensee, except to the extent attributable to the gross negligence or willful misconduct on the part of Cooperative or its agents.
- E. Licensee expressly assumes responsibility for determining the condition of all poles and equipment to be accessed or otherwise worked on or near by its employees, agents,

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contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising from Cooperative's gross negligence or misconduct) related to the construction, operation and maintenance of Licensee's Attachments on or about Cooperative's poles.

**F. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS SCHEDULE, IN NO EVENT WILL COOPERATIVE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES BE LIABLE TO LICENSEE OR ANY OF ITS REPRESENTATIVES OR RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF SERVICES, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL OR LOSS OF PROFITS RELATING TO OR ARISING IN ANY MANNER FROM OR IN CONNECTION WITH THIS SCHEDULE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EXPECTED AND REGARDLESS OF THE THEORY UNDER WHICH THE DAMAGES ARE CLAIMED (WHETHER EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE).**

***ARTICLE XIX – CONSTRUCTION***

The headings in this Schedule are for purposes of reference only and shall not be construed to limit or enlarge the substantive terms hereof.

***ARTICLE XX – ASSIGNMENT OF RIGHTS***

Licensee shall not assign or otherwise dispose of any of its rights or interests hereunder, or the Attachments or rights-of-way covered by this Schedule, to any firm, corporation or individual, without the written consent of the Cooperative, which consent shall not be unreasonably withheld.

***ARTICLE XXI – INSURANCE***

A. Policies Required. At all times, Licensee shall keep in force and effect all insurance policies as described below. Licensee shall ensure Cooperative is informed, no less than thirty (30) days in advance, of the cancellation or termination of any policy hereunder. Licensee shall name Cooperative as an additional insured on all such policies, except workers compensation.

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. This

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policy shall be endorsed to include a waiver of subrogation in favor of Cooperative. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits of liability not less than \$5,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$2,000,000 personal injury, \$2,000,000 each occurrence.

3. Automobile Liability Insurance. Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

4. Umbrella Liability Insurance. Coverage is to be in excess of the sum of the employers' liability, commercial general liability, and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.

5. Property Insurance. Licensee will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and structures, fencing, or support systems that may be placed on, within, or around facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

6. Performance Bond. Prior to making any Attachments under this Schedule, Licensee shall provide to Cooperative a performance bond in an amount corresponding with the requirements of Appendix D. The bond shall be executed with a proper surety through a company licensed and qualified to operate in the State of Kentucky and listed with the U.S. Department of the Treasury as published in the Federal Register. In addition, the bond shall not be for an amount greater than the surety's approved limit as referenced in the current Federal Register and shall be accompanied by a certified power-of-attorney document, all still subject to the final approval of Cooperative. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Cooperative which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Cooperative's Poles. This shall include claims for damages to Cooperative Facilities caused by Licensee, or its contractors and agents. Cooperative shall have the right to draw funds from the bond to recover damages to Cooperative Facilities caused by Licensee, its contractors, or agents. Provision shall be made to

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permit Cooperative to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose.

B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Kentucky and have an "A" or better rating in Best's Guide. Such insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of Licensee shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Licensee is required to obtain under this Article with the same limits.

C. Certificate of Insurance; Other Requirements. Prior to the execution of a Contract under this Schedule and prior to each insurance policy expiration date during the term of this Schedule, the Licensee will furnish Cooperative with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Schedule and workers' compensation and property insurance waivers of subrogation required by this Schedule. Cooperative shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Schedule. Cooperative, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Cooperative. Licensee shall defend, indemnify and hold harmless Cooperative and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Cooperative upon request.

D. Limits. The limits of liability set out in this Article may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Cooperative's or Licensee's exposure to risk.

E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Schedule with Cooperative except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Cooperative's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Licensee's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

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F. Deductible/Self-insurance Retention Amounts. Licensee may meet all or a portion of the insurance requirements of this Article by self-insurance. To the extent the Licensee self-insures, the Licensee is not required to name additional insureds as required by this Article. The Licensee must provide to the Cooperative such evidence as required by the Cooperative demonstrating, to the Cooperative's satisfaction, the Licensee's financial ability to meet the requirements of this Article requiring insurance coverage by self-insurance. In the event the Licensee fails to meet the Licensee's insurance requirements to Cooperative's satisfaction, Licensee shall provide the insurance coverage and the additional insured endorsements in accordance with this Article.

G. Additional Insurance. Cooperative shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this Article. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Cooperative within thirty (30) days of the Licensee providing proof of such additional premium to Cooperative and requesting payment therefor.

***ARTICLE XXII – FORCE MAJEURE***

Except as may be expressly provided otherwise, neither Cooperative nor Licensee shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable and actual control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national or state emergencies, insurrections, epidemics, pandemics, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as any force majeure event causing a failure or delay has ceased. Each party shall promptly notify the other party of any delay in performance under this section and its impact on performance required under this Schedule.

***ARTICLE XXIII - SEVERABILITY***

The provisions (or parts thereof) of this Schedule shall be severable. In the event that any provision (or part thereof) of this Schedule is determined to be illegal, invalid, or otherwise unenforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Schedule.

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**APPENDIX A – APPLICATION / REQUEST TO ATTACH**

Licensee Job # \_\_\_\_\_ (to be completed by Licensee)  
Cooperative Work Order # \_\_\_\_\_ (to be completed by Cooperative)

**SECTION 1 - REQUEST FOR APPROVAL TO PLACE ATTACHMENTS ON A POLE (to be completed by Licensee)**

Company		Poles with Attachments (specify quantity)	Added	
Project			Removed	
Request Date			Overlashed	
Name			Modified	
Title		Estimated Construction Dates	Start	
Phone			Completion	
Email		Fees Submitted:	Application	
Signature:			Other	
One Touch Make-Ready? (Yes or No)			<i>If yes, please attach section 3 (OTMR addendum)</i>	
Make Ready Anticipated? (Yes or No)				

Location of Attachment Request (Street Address and Coordinates (Lat, Long)):

**Checklist of Attached Documents (Containing Licensee Job #):**

- Appendix A- OTMR Addendum selected contractors (if applicable)
- Detailed construction plans, drawings, and maps consistent with Appendix B
- Spreadsheet, containing the following:
  - Poles that we wish to use (number, Lat, Long)
  - Relocations or replacements of poles
  - Point of attachment (proposed height) on each pole
  - Rearrangements of fixtures and equipment necessary
  - Number and type of attachments to be placed on each pole (including anchor type and distance from)
  - Additional poles required

*The included information represents our proposed facilities. Any changes will be submitted to Cooperative for approval prior to construction. The Licensee will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities for the Licensee's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.*

**SECTION 2 - APPROVAL/DENIAL OF REQUEST (to be completed by Cooperative)**

Response Date		Utility Make Ready Construction Required?	
Name		Total Estimated Cost to Licensee	
Title		(Detailed invoice to be provided)	
Phone		Permit #	
Email			
Request	Approve		If denied, reason
Response	Deny		for denial:
Signature:			

*Owner hereby grants License to Licensee to make Attachments as described above, subject to the terms and conditions of the Tariff.*

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**APPENDIX A - REQUEST TO ATTACH - OTMR Addendum**

To be submitted along with sections 1 and 2 of the Request to Attach

Licensee Job # \_\_\_\_\_ (to be completed by Licensee)

Cooperative Work Order # \_\_\_\_\_ (to be completed by Cooperative)

**SECTION 3 - OTMR Contractor Information**

OTMR Survey Contractor		OTMR Make Ready Contractor	
Company		Same as survey contractor	
Survey Date		Company	
Point of Contact Name		Point of Contact Name	
Title		Title	
Phone		Phone	
Email		Email	

**Existing Attacher Information**

*Note: It is still the responsibility of the applicant to notify existing attachers of One-Touch Make-Ready.*

Attacher	Point of Contact	Phone or Email

**OTMR Transfer Work Information**

Field Supervisor		Additional Comments:
Title		
Phone		
Email		
Estimated Crew Size		

By submitting this application, I fully and completely understand the One-Touch Make-Ready process, and agree to abide by all of the pole owning utility's rules and regulations regarding joint use attachments. I further agree to accept all liability incurred as a result of my One-Touch Make-Ready construction.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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 Title: President & CEO

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director
Linda C. Bridwell
<b>EFFECTIVE 12/28/2022</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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## APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS

Licensee, when making Attachments to Cooperative Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with ARTICLE III.

B. Clearances

1. Attachment and Cable Clearances: Licensee's Attachments on Cooperative Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separation specified in the most updated version National Electrical Safety Code ("NESC").

2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Cooperative's service drops and Licensee's service drops shall conform to the NESC.

3. Other Drop Clearances: All other drop clearances at the mid-span must conform to the NESC.

a. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, the minimum separation must be maintained between all telecommunication cables that meet NESC rules (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand or self-supporting cables).

4. Vertical Risers: All risers, including those providing 120/240 volt powers for Licensee's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible). A two (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained.

5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of Cooperative pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces.

6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Cooperative facilities, or the distance specified by Cooperative, whichever is greater.

C. Anchors and Guys

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Executive Director



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1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Cooperative pole where an angle or a dead-end occurs. Licensee shall make guy attachments to poles at or below its cable attachment. Per RUS requirements, no proposed anchor can be within five (5) feet of an existing anchor.
3. Licensee may not attach guy wires to the anchors of Cooperative or third-party user without the anchor Cooperative's specific prior written consent.
4. No Attachment may be installed on a Cooperative pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Cooperative poles until all required guys and anchors are installed.
5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Cooperative's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.

D. Certification of Licensee's Design

1. Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.
2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Cooperative's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Cooperative.
2. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.

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3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
4. Communication Cables: All communications cables/wires not owned by Cooperative shall be attached within the communications space that is located below the Communication Worker Safety Zone.
5. Riser Installations: All Licensee's riser installations shall be in Cooperative-approved conduit materials. Ground wires may be attached directly to pole.
6. Tagging: On every pole to which the Licensee is attached, Licensee's facilities shall be identified with a band-type communications cable tag or other identification acceptable to Cooperative within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Cooperative encounter any Attachments without required permanent identification markers, Cooperative shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Cooperative reserves the right to charge all Licensee for all costs and expenses incurred by Cooperative to identify the untagged Attachments.
7. Mid-Span Taps: All mid-span communication taps, other than service drops, are subject to the same installation and maintenance requirements as an Attachment under this Tariff. Additionally, any newly proposed mid-span taps must receive prior approval under Article IV of this Tariff.

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**APPENDIX C – BILL OF SALE (template)**

**BILL OF SALE**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, a company/corporation with a principal office in \_\_\_\_\_, hereinafter called Buyer, and \_\_\_\_\_, a company/corporation, with a principal office in \_\_\_\_\_, authorized to do and doing business in \_\_\_\_\_, hereinafter called Seller.

For and in consideration of the sum of \$\_\_\_\_\_ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to Buyer, its successors and assigns, all of the rights, title, interest and claim the Seller now has or may have had in the following “Pole(s)” located in \_\_\_\_\_ County, \_\_\_\_\_, (State): \_\_\_\_\_.

Quantity	Description	Location (address, lat/long, etc.)

Additional locations on attached

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an “as is” and “where is” condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TELECOMMUNICATIONS FACILITIES.
3. BUYER UNDERSTANDS THAT THE SELLER’S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH

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ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.

4. As used herein, "Environmental Laws" shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-To-Know Act, the Hazardous Materials Transportation Act, the Occupational Safety and Health Act, and any similar state or local laws, regulations or ordinances.

5. On the effective date hereof, Buyer releases Seller of all liability for, and Buyer assumes all liability for, and will defend, indemnify and hold harmless Seller from and against all losses, damages, expenses (including attorneys' fees and costs), claims, suits and liabilities, whether based in contract or tort (including strict liability), the extent arising out of, resulting from or in connection with (a) Buyer's negligent or intentional acts or omissions, or those of persons furnished by it, (b) the failure of Buyer or its agents to fully comply with the terms and conditions of this Agreement, including those concerning compliance with Environmental Laws or (c) assertions under Worker's Compensation or similar laws made by persons furnished by Buyer. Seller shall promptly notify Buyer of any written claim, loss or demand for which Buyer is responsible under this Clause.

6. If, for any reason, Buyer removes, modifies or disposes of the Telecommunication Facilities, then it will do so safely and in accordance with all Environmental Laws and standards, and will do no damage to other property or Telecommunication Facilities owned by Seller or third parties.

BUYER EXPRESSLY ASSUMES ALL LIABILITIES THAT MAY ARISE FROM THE HANDLING, PROCESSING, REMOVAL OR OTHER USE OF THE TELECOMMUNICATION FACILITIES, INCLUDING THOSE ARISING UNDER THE ENVIRONMENTAL LAWS.

7. This Agreement does not transfer any rights, licenses or other interests in any easement, right of way, license or other property right or interest associated with the Telecommunications Facilities and Seller expressly retains all such rights, licenses and interests.

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**APPENDIX D – PERFORMANCE BONDS**

A performance bond in the amount of \$10,000 or \$50 per Attachment, whichever is greater, is required for all intended attachers operating or seeking to operate facilities which deliver service to the public.

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**APPENDIX E – FEES AND CHARGES**

Licensee shall pay to Cooperative the fees and charges and shall comply with the terms and conditions specified in the Schedule. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Cooperative pursuant to this Schedule within thirty (30) calendar days after Licensee is presented with the invoice. Any balance that remains unpaid after its due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

The estimated cost of a survey conducted by Cooperative under this Schedule, on a per-pole basis, is \$17.85. Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Cooperative will invoice Licensee in arrears with respect to amounts owed annually for each of Licensee’s Attachments, at the following rates for each full or partial year:

Two-party pole attachment \$8.41

Three-party pole attachment \$6.13

Two-party anchor attachment \$14.75

Three-party anchor attachment (not available)

Two-party ground attachment \$0.22

Three-party ground attachment \$0.14

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