

# South Kentucky RECC

P. S. C. KY. NO. 7  
CANCELS P. S. C. KY. NO. 6

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**SOUTH KENTUCKY RURAL ELECTRIC  
COOPERATIVE CORPORATION  
SOMERSET, KENTUCKY**

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RATES, RULES AND REGULATIONS FOR FURNISHING ELECTRICITY  
TO CONSUMERS LOCATED IN ITS ESTABLISHED TERRITORY IN THE  
FOLLOWING COUNTIES IN KENTUCKY:

PULASKI  
WAYNE  
CLINTON (INCLUDING CITY OF ALBANY)  
McCREARY  
RUSSELL  
CASEY  
LINCOLN  
ROCKCASTLE  
ADAIR  
CUMBERLAND  
LAUREL

P.S.C.  
RESEARCH DIVISION

JUL 24 1992

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PUBLIC SERVICE  
COMMISSION

JUL 23 1 58 PM '92

RECEIVED

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FILED WITH THE  
PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED: JULY 22, 1992  
EFFECTIVE: AUGUST 31, 1992

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 15 1992

ISSUED BY: SOUTH KENTUCKY R E C C

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: *Cheryl D. Hester*  
PUBLIC SERVICE COMMISSION MANAGER

*Keith Sloan*  
PRESIDENT & GEN. MGR.

P. S. C. KY. NO. 7  
CANCELS P. S. C. KY. NO. 6

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**SOUTH KENTUCKY RURAL ELECTRIC  
COOPERATIVE CORPORATION  
SOMERSET, KENTUCKY**

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(Contract - Rate 11, 12 and 14)

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**OCT 15 1992**

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

**BY: Cherry Helle  
PUBLIC SERVICE COMMISSION MANAGER**

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. R-1  
CANCELLING P.S.C. KY. NO.6  
\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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RULES AND REGULATIONS

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SECTION I - GENERAL RULES

1.10 SCOPE

This schedule of rules and regulations is a part of all contracts for electric service received from South Kentucky Rural Electric Cooperative Corporation, hereinafter referred to as the "Cooperative" and applies to all service received whether the service received is based upon a contract, agreement, signed application or otherwise. No employee or director of the Cooperative is permitted to make an exception to rates or rules and regulations as are on file at the Cooperative's office. All rules and regulations shall be in effect after adoption by the Board of Directors and filed without objection with the Kentucky Public Service Commission.

1.20 REVISIONS

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by the Board of Directors. Such changes, upon filing without objection with the Kentucky Public Service Commission, shall have the same force as the present rules and regulations. A copy of the Rules, Regulations and Tariff's shall be placed in each office of the Cooperative for the members information.

1.30 CONSUMER'S RESPONSIBILITY FOR COOPERATIVE PROPERTY

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. The member shall exercise proper care to protect the property of the Cooperative on its premises and in the event of loss or damage to the Cooperative's property arising from neglect of member to care for same, the cost of necessary repair or replacement shall be paid by the members.

1.40 MAINTENANCE OR CONTINUITY OF SERVICE

The Cooperative shall make all reasonable efforts to prevent interruptions of service and when such interruptions occur shall endeavor to re-establish service with the shortest possible delay, but if such supply shall fail or be interrupted or become defective through an act of God, or the public enemy, or by accident, strikes, labor troubles, or by a failure of the elements, or inability to secure right-of-way or other permits needed for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefor.

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: OCT 15 1992

ISSUED BY: *Leth Sloan*  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY 42502  
Issued by authority of an order of the Public Service Commission of Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

PURSUANT TO 807 KAR 3092  
SECTION 9(1)  
PRESIDENT/GEN. MANAGER  
PUBLIC SERVICE COMMISSION  
EFFECTIVE



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. R-2  
CANCELLING P.S.C. KY. NO.6  
SHEET NO. \_\_\_\_\_

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RULES AND REGULATIONS

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1.50 RELOCATION OF LINES BY REQUEST OF MEMBERS

The Cooperative's established lines will not be relocated unless the expense for moving and relocating is paid by the member, except in instances where it would be to the advantage of the Cooperative to make such relocation.

1.60 SERVICES PERFORMED FOR MEMBERS

The Cooperative's personnel is prohibited from making repairs or performing services to the member's equipment or property except in cases of emergency or to protect the public or member's person or property. When such emergency services are performed, the member may be charged for the actual cost of labor and material for such service.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: AUGUST 31, 1992

ISSUED BY: *Keith Sloan*

PRESIDENT TO 807 KAR 5.021.  
PURSANT TO SECTION 9 (1)  
BY: *[Signature]*  
PUBLIC SERVICE COMMISSION

SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY 42502

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. R-3  
CANCELLING P.S.C. KY. NO.6  
ORIGINAL SHEET NO. R-3

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RULES AND REGULATIONS

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SECTION II - SERVICE PROCEDURES

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2.10 APPLICATION FOR SERVICE

Each prospective member desiring electric service will be required to sign the Cooperative's form "Application for Membership and for Electric Service" before service is supplied by the Cooperative and provide the Cooperative with necessary easements or right-of-way permits upon their property.

2.20 MEMBERSHIP FEE

The membership fee in the Cooperative shall be \$25.00 (twenty-five dollars). The membership fee will be refunded if all bills are paid or applied against any unpaid bills of the member at the time service is discontinued, which will automatically terminate the membership.

2.30 RIGHT OF ACCESS

The Cooperative's identified employees or its agents shall have access to member's premises at all reasonable times for the purpose of meter reading, testing, repairing, inspecting, removing or exchanging any and all equipment belonging to the Cooperative.

2.31 RESALE OF POWER BY MEMBERS

All purchased electric service used on the premises of the member shall be supplied exclusively by the Cooperative, and the member shall not directly or indirectly sell, sublet, or otherwise dispose of the electric service or any part thereof.

2.40 MEMBER'S DISCONTINUANCE OF SERVICE

Any member desiring service discontinued or changed from one location to another shall give the Cooperative three (3) days notice in person or in writing providing such notice does not violate contractual obligations.


As an alternative the Consumer may request a disconnection of service by telephone, provided, the person calling can identify the account number or the Consumers' Social Security number and any other information deemed necessary to reasonably assure that the request is a proper one.

(T)  
(T)

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DATE OF ISSUE: December 22, 1999    DATE EFFECTIVE: January 15, 2000

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ISSUED BY:  GENERAL MANAGER &  
C.E.O. SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY  
42502. Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No. 99-380 dated December 15, 1999.

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**RULES AND REGULATIONS**

**Section II - Service Procedures (con't)**

**2.41 DISCONTINUANCE OF SERVICE BY COOPERATIVE**

The Cooperative may/shall refuse or discontinue to serve a member under the following conditions (Also see Section 4.40 for requirements):

- (a) For non-compliance with its rules and regulations, pursuant to 807 KAR 5:006, Section 14(1)(e).
- (b) When a dangerous condition is found to exist on the member's premises.
- (c) When a member refuses or neglects to provide reasonable access to the premises for the purpose of installation, operation, meter reading, inspecting, maintenance or removal of Cooperative property, pursuant to 807 KAR 5:006, Section 14(1)(c).
- (d) For non-payment for service furnished or other tariffed charges in accordance with 807 KAR 5:006, Section 14(1)(e).
- (e) For failure to comply with the provisions of the wiring code pursuant to 807 KAR 5:006, Section 14-5(1)(e).
- (f) For fraudulent or illegal use of service. When the Cooperative has discovered evidence that by fraudulent or illegal means a member has obtained unauthorized service or has diverted the service for unauthorized use or has obtained service without same being properly measured, the service to the customer may be discontinued without notice. The Cooperative will not restore service until customer has complied with all rules of the Cooperative and regulations of the Public Service Commission and the Cooperative has been reimbursed for the estimated amount of the service rendered, including the initial disconnection and the cost to the Cooperative incurred by reason of the fraudulent use. The discontinuance of service to a member for any cause stated in this rule does not release the member of his obligations to all debts due. Within 24 hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

(D)  
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**DATE OF ISSUE:** JULY 13, 2022  
**DATE EFFECTIVE:** JUNE 30, 2022  
**ISSUED BY: /S/** Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

<p><b>KENTUCKY PUBLIC SERVICE COMMISSION</b></p>
<p><b>Linda C. Bridwell</b> Executive Director</p> 
<p>EFFECTIVE <b>6/30/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

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**RULES AND REGULATIONS**

**Section II – Service Procedures (con't)**

- 2.50 SPECIAL CHARGES** (T)  
The Cooperative may make a charge of \$17.55 for each trip made during regular working hours or \$345.00 for each trip made after or before regular working hours for any service trip requested by a member to restore electric service when it is determined that the service interruption was caused by a defect in the member's wiring or equipment and is not the fault of the Cooperative. (T) (R)  
(T) (I)  
(T)  
(T)  
(T)  
(T)
- 2.60 CONNECT, RECONNECT, COLLECTION AND METER READING CHARGES**
- (a) The Cooperative will make no charge for connecting service to the new member's installation of service provided the connection is made during regular working hours.
- (b) The Cooperative may make a service charge of \$17.55 for the following: (R)
1. A trip to either disconnect a past due account, collect the past due amount, or if utility representative agrees to delay termination based on customer's agreement to pay delinquent bill by specific date.
  2. A trip to reconnect an account that has been disconnected for delinquent bill or to reconnect an account that is seasonal that was disconnected within the previous 12 months.
  3. If due to consumer's negligence or refusal to grant an identified Cooperative agent or contract meter reader access for meter reading and a Cooperative employee is dispatched to read the meter and/or disconnect.
- (c) In lieu of (a) and (b) above, a charge of \$345.00 shall apply if the consumer requests service before or after regular working hours. (I)
- 2.70 RETURN PAYMENT CHARGE** (T)  
The Cooperative will make a charge of \$6.20 for each payment returned unpaid by the bank for any reason. The returned payment charge will be added to the amount of the return payment and be subject to the conditions set forth in Section 5.50, Unpaid Payments from Consumers. (R)(T)  
(T)  
(T)  
(T)
- 2.80 SERVICE CHARGES FOR TEMPORARY SERVICE**  
Consumers requiring temporary service may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, an amount will be required to cover estimated consumption of electricity. All such costs will be paid in advance. Any balance remaining at the end of temporary service will be refunded. (This rule applies, but not limited, to carnivals, fairs, voting booths, temporary construction projects, etc.) Temporary line extension requirements are in Section 6.

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**DATE OF ISSUE:** JULY 13, 2022

**DATE EFFECTIVE:** JUNE 30, 2022

**ISSUED BY:** /s/ Kenneth E. Simmons  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE</b> <b>6/30/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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**RULES AND REGULATIONS**

**Section III - Meters**

**3.10 METER TESTS**

- (a) All new meters shall be checked for accuracy before installation. The cooperative will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy and to conform with the regulations of the Public Service Commission.
- (b) The Cooperative will make additional tests of meters at the request of the member, provided the member does not request such test more frequently than once in twelve (12) months and upon payment of a fee for obtaining and testing of \$17.55 paid in advance (I) which is refundable to consumer only if the meter does not test within the 2% fast or slow range.
- (c) If test results on a consumer's meter show an average error greater than two percent (2%) fast or slow, or if a consumer has been incorrectly billed for any other reason, except in an instance where a utility has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by a consumer, the cooperative shall immediately determine the period during which the error has existed, and shall recompute and adjust the consumer's bill to either provide a refund to the consumer or collect an additional amount of revenue from the under billed consumer. The Cooperative shall readjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for the consumer. If that data is not available, the average usage of similar consumer loads shall be used for comparison purposes in calculating the time period.

(R)

If the Consumer and the Cooperative are unable to agree on an estimate of the time period during which the error existed, the Kentucky Public Service Commission shall determine the issue.

In all instances of consumer over billing, the consumer's account shall be credited or the over billed amount refunded at the request of the consumer within thirty (30) days after final meter test results. The Cooperative shall not require consumer repayment of any under billing to be made over a period shorter than a period coextensive with the under billing.

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**DATE OF ISSUE:** JULY 13, 2022  
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**ISSUED BY:** /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. R-7  
CANCELLING P.S.C. KY. NO.6  
\_\_\_\_\_ SHEET NO. \_\_\_\_\_

**RULES AND REGULATIONS**

(d) Consumer notification of a meter test which requires an adjustment or a refund of a meter test fee shall be substantially as follows:

On \_\_\_\_\_, 19\_\_\_\_, the meter bearing identification no. \_\_\_\_\_ installed in your building located at \_\_\_\_\_  
(Street and Number)  
in \_\_\_\_\_ was tested at \_\_\_\_\_ and  
(City) (On premises or elsewhere)  
found to register \_\_\_\_\_. The meter was tested on \_\_\_\_\_  
(Percent fast or slow)  
\_\_\_\_\_ test.  
(Periodic, Request, Complaint)

Based upon this we herewith \_\_\_\_\_ you with the sum of \$ \_\_\_\_\_, which amount has been noted on your regular bill. If you desire a cash refund, rather than a credit to your account, of any amount overbilled, you must notify this office in writing within seven (7) days of the date of this notice.

**3.20 INSPECTION OF METERS**

When a consumer is being connected at a location previously occupied by someone else, the meter shall be removed from the meter base and inspected for any evidence of misuse or tampering. If misuse or tampering is found, a new meter shall be installed and the old one tested.

**3.30 METER READINGS**

The cooperative provides contract meter reading services to its consumers on a route basis and makes no separate charge for this service, except as provided in Section 2.60, Connect, Reconnect and Meter Reading Charges.

**3.40 METER ACCESS**

All meters must be accessible for meter reading, inspection and maintenance. The consumer is prohibited from enclosing a meter in building additions or by any other means restricting access to the meter from the cooperative employees or its agents. If a building addition is planned by a consumer which would enclose the meter, the consumer shall notify the Cooperative. A Cooperative employee will be dispatched to determine a proper location for the meter. It is the consumers responsibility to have a qualified person perform the necessary rewiring and moving of the meter base to the new location.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
OCT 15 1992  
PURSUANT TO 807 KAR 5.011.  
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AUG 31 1992  
PUBLIC SERVICE COMMISSION

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: \_\_\_\_\_

ISSUED BY: Keith Sloan PRESIDENT/GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910, SOMERSET, KENTUCKY 42502  
Issued by authority of an order of the Public Service Commission of  
Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
2ND REVISED SHEET NO. R-8  
CANCELLING P.S.C. KY. NO. 7  
1ST REVISED SHEET NO. R-8

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RULES AND REGULATIONS

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SECTION IV - CONSUMER EQUIPMENT

4.10 POINT OF DELIVERY

The point of delivery is the point as designated by the Cooperative on member's premises where current is to be delivered to building or premises, ordinarily the meter. All wiring and equipment beyond this point of delivery shall be supplied and maintained by the member. The member will, however, notify the Cooperative of any proposed changes in his equipment or wiring which will materially increase or decrease his load so the Cooperative may check its equipment to make certain it will accommodate the consumer's load requirements.

Should a consumer insist that his/her point of delivery be at a different location than that selected by the Cooperative, the consumer shall be required to pay an Aid to Construction equal to the additional cost incurred by the Cooperative to serve the new delivery point.

4.20 MEMBER'S WIRING AND POINT OF ATTACHMENT

(a) All electrical wiring on the member's premises shall conform to all applicable codes and rules and regulations; namely,

1. The National Electrical Code.
2. Any state, county or municipal code where and when applicable.
3. The Uniform Wiring Code, so long as it is as strict or more strict in its requirements than the National Electrical Code.
4. All electrical wiring in a building or other facilities must be inspected for compliance with all applicable Electric Codes by an inspector licensed by the State Fire Marshall before the first connection for service.

(b) If any consumer does not have an appropriate point of attachment and a meter pole is requested, there shall be a payment of \$100, non-refundable, as an Aid to Construction to help offset this extra cost.

JAN 15 2000

PURSUANT TO ORDER OF THE  
PUBLIC SERVICE COMMISSION  
BY: *[Signature]*  
COMMISSIONER

---

DATE OF ISSUE: December 22, 1999 DATE EFFECTIVE: January 15, 2000

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ISSUED BY: *[Signature]* GENERAL MANAGER &  
C.E.O. SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY  
42502. Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No. 99-380 dated December 15, 1999.

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
3RD REVISED SHEET NO. R-9  
CANCELLING P.S.C. KY. NO. 7  
2ND REVISED SHEET NO. R-9

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RULES AND REGULATIONS

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4.30 DANGEROUS CONDITION OF CONSUMER ELECTRICAL EQUIPMENT

If a dangerous condition relating to the utility's service which could subject any person to imminent harm or result in substantial damage to the property of the utility or others, is found to exist on the consumers premises, the service shall be refused or terminated without advance notice. The Cooperative shall notify the customer immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice shall be recorded by the Cooperative and shall include the corrective action to be taken by the consumer of Cooperative before service can be restored or provided.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JAN 15 2000

PURSUANT TO KY KAR 6011,  
SECTION 9 (1)  
BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

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DATE OF ISSUE: December 22, 1999      DATE EFFECTIVE: January 15, 2000

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ISSUED BY: Amy Can GENERAL MANAGER &  
C.E.O. SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY  
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Commission of Kentucky in Case No. 99-380 dated December 15, 1999.



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. R-10  
CANCELLING P.S.C. KY. NO. 6  
ORIGINAL SHEET NO. R-10

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RULES AND REGULATIONS

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SECTION V - ELECTRIC BILLING

5.10 BILLING

- (a) Members will receive a statement for electric service monthly on a date to be determined by the Board of Directors for service rendered for approximately a thirty-day period ending about the same day of the preceding month. All statements are due and payable upon receipt and shall be paid at the office of the Cooperative on or before the due date as shown on bill. Failure to receive electrical statement will not release the member from payment obligation.
- (b) Bills rendered for electric service shall be in the format as shown in Appendix F of these Rules, Regulations and Tariffs.

5.11 DISCONNECTION OF SERVICE FOR NONPAYMENT

- (a) Should the electric bill not be paid on the due date, the Cooperative may at any time thereafter on a ten (10) day written notice to the consumer, with a disconnect date stated, disconnect the service. When termination (Past Due) notice is mailed to the last known address of the consumer, the termination date will not be before 27 days have elapsed since the date of the original bill. The termination date will not be affected by the rendering of any subsequent bill.
- (b) A residential consumer may delay the termination date by 30 days providing the consumer presents to the cooperative prior to disconnect date a signed statement by a physician, registered nurse or public health officer certifying that termination of service will aggravate a debilitating illness or infirmity on the affected premises. The cooperative will refuse to grant consecutive extensions for medical extensions beyond the original thirty (30) days unless a new certificate is presented and the consumer agrees to a written payment plan.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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JAN 15 2000

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY: Stephan D. Bell

SECRETARY OF PUBLIC SERVICE COMMISSION

---

DATE OF ISSUE: December 22, 1999 DATE EFFECTIVE: January 15, 2000

---

ISSUED BY: [Signature] GENERAL MANAGER &  
C.E.O. SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY  
42502 Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No. 99-380 dated December 15, 1999.

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. R-11  
CANCELLING P.S.C.KY.NO.6  
\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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RULES AND REGULATIONS

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- (c) The Cooperative provides a designated employee in each of its offices, who have the responsibility to negotiate partial payment plans for consumers who are having difficulty meeting their payments. All such agreements shall be in writing and signed by the employee and consumer. Once an agreement is executed, the provisions must be adhered to and will be subject to immediate disconnect of service, without notice, if not. A second agreement amending the first agreement will not be accepted, except by mutual agreement in unusual circumstances.
- (d) The Cooperative will comply with the Winter Hardship rules as specified by the Kentucky Public Service Commission as stated in 807 KAR 5:006 - General Rules Section 15, a copy of which is available to consumers to inspect in each of the Cooperative offices.
- (e) The form of Past Due Notice is as shown in Appendix G of these Rules, Regulations and Tariffs.

5.12 LEVELIZED BUDGET BILLING FOR RESIDENTIAL CONSUMERS

- (a) Levelized Budget Billing consists of a billing showing actual usage and amount for the current month, along with a rolling average not to exceed 11 months of history plus the current month and produces that average as the amount due for the current month. This average will only fluctuate by a small amount monthly and will be rounded to the nearest dollar. The monthly bill shall show the consumers actual account balance each month, and levelized amount due.
- (b) Consumer must request levelized budget billing and may do so at any time, and may cancel by giving 30 days advance notice to the Cooperative.
- (c) Once requested the account will remain on levelized budget billing until a request is made as above, or the account becomes delinquent and if not paid the entire balance becomes due and payable under the terms of all other billing.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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OCT 15 1992  
PURSUANT TO 807 KAR 5:011.  
SECTION 9 (1)  
BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: AUGUST 31, 1992

ISSUED BY: *Keith Sloan* PRESIDENT/GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910, SOMERSET, KENTUCKY 42502  
Issued by authority of an order of the Public Service Commission of  
Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. R-12  
CANCELLING P.S.C. KY. NO.6  
ORIGINAL SHEET NO. R-12

RULES AND REGULATIONS

5.20 TAXES

The Cooperative shall add to the bills of all applicable members the Kentucky Sales and Use Tax, any utility gross receipts license tax for schools or any other tax or levy that may be legally imposed on the Cooperative that is measured or determined by sales or receipts.

5.30 METER READING

(a) The Cooperative provides meter reading services to its members without extra charge. The meters are read on or about the same working day of each month, with the exception of seasonal type accounts and certain accounts which are inaccessible at certain times of the year. In those cases the meters are read quarterly, and estimated for the other periods. (T)

(b) Estimated bills are based upon last month's KWH times an estimation factor. The following estimation factors have been established from degree day history to adjust last months usage due to weather changes . (T)

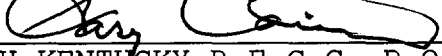
October	1.25	(T)
November	1.75	(T)
December	1.50	(T)
January	1.75	(T)
February	1.00	(T)
March	1.00	(T)
April	1.00	(T)
May	1.00	(T)
June	1.75	(T)
July	1.25	(T)
August	1.25	(T)
September	1.00	(T)

If the estimation is for a new account, with no KWH history, the revenue class table is used for the estimation, normalized for the number of days of service different from 30. (T)

5.31 BILLING ADJUSTMENTS TO STANDARD PERIODS

The first billing of an account for the "Consumer Charge" shall be prorated based on time actually used. This proration does not apply to demand charges or KWH charges or any special minimum bill.

DATE OF ISSUE: December 22, 1999 DATE EFFECTIVE: January 15, 2000

ISSUED BY:  GENERAL MANAGER & C.E.O. SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY 42502 Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 99-380 dated December 15, 1999.

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**RULES AND REGULATIONS**

**Section 5 – Electric Billing (con't)**

**5.40 DEPOSITS**

- (a) Residential – Deposits shall not exceed 2/12 of the annual bills and shall be based upon actual usage of the consumer at the same or similar premises for the most recent twelve (12) month period, if such information is available. If usage is not available, the deposit will be based on the average bills of similar consumer and premises in the system. For a consumer for which no similar consumer and premises historical usage information exists, an estimate will be calculated based on engineering data, such as requirements for transformer size, particular loads to be served and type and duration of usage.
- (b) Small Commercial (up to and including 50KVA) – Deposits shall be 2/12 of the annual bills and determined in the same manner as (a) above.
- (c) Industrial and Large Power (above 50KVA) - Deposits shall be 2/12 of the annual bills and determined in the same manner as (a) above.
- (d) All Other Accounts - Deposits shall be 2/12 of the annual bills and determined in the same manner as (a) above. However, if the deposit amount so calculated would result in a deposit of less than \$30.00, no deposit will be required.

**5.41 EXCEPTION TO REQUIRED DEPOSITS**

A deposit may be waived for those classifications in section 5.40 Deposits - (a) Residential, (b) Small Commercial and (d) All Other, under the following conditions:

- (a) If the consumer has a twelve (12) month history, with the Cooperative, of timely payments with no cut-off notices generated within that period. (T)
- (b) If the consumer has an acceptable letter of credit from another electric utility which is no more than 12 months old. (T)
- (c) If the consumer agrees, a soft credit check may be utilized. If it reveals positive credit, the deposit may be waived. (N)(T)  
(N)(T)

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**DATE OF ISSUE:** JULY 13, 2022

**DATE EFFECTIVE:** JUNE 30, 2022

**ISSUED BY:** /s/ Kenneth E. Simmons  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022..



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**RULES AND REGULATIONS**

**Section 5 – Electric Billing (con't)**

A deposit will not be required under the Winter Hardship provision as specified by the Kentucky Public Service Commission and stated in 807 KAR 5:006 - General Rules, Section 16. (T)

Any Industrial or Large Power account may provide a suitable surety bond or letter of credit in the Cooperative's favor in lieu of a cash deposit provided the surety company or bank issues the bond or letter of credit with a cancellation clause that gives the Cooperative 90 days' notice prior to any such cancellation. Should a bond or letter of credit be canceled, the consumer will be required to pay a cash deposit in the amount required on or before the cancellation date. (T)  
(T)  
(T)  
(T)

**5.42 INTEREST ON DEPOSITS**

- (a) Interest shall accrue on all deposits at the Kentucky legal rate per annum and shall be credited to the Consumers bill annually or refunded by check if consumer requests.
- (b) Interest shall begin upon receipt of the deposit and will be prorated from receipt to December 31, with credit or payment being made in January of each year. (T)
- (c) Exceptions to interest earned:  
  
If an account is delinquent as of December 31, or on the date of disconnect, then interest is waived and no credit or payment will be made. (T)

**5.43 EVIDENCE, DURATION AND RECALCULATION OF DEPOSIT**

- (a) The deposit paid shall be evidenced by the application for service when properly executed and signed by the President and Secretary of the Cooperative and the Corporate seal is affixed.
- (b) The duration of the deposit shall be for the period the account is connected and billed for Service and until all bills for same have been paid. Deposits will be applied to any balance remaining after disconnection, and refund any portion in excess. The Cooperative, at its discretion, may refund any deposit when there are currently eighteen (18) consecutive payments with no cut-off notices having been generated. (T)

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**DATE OF ISSUE:** JULY 13, 2022  
**DATE EFFECTIVE:** JUNE 30, 2022  
**ISSUED BY:** /s/ Kenneth E. Simmons  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

<p><b>KENTUCKY PUBLIC SERVICE COMMISSION</b></p>
<p><b>Linda C. Bridwell</b> Executive Director</p> 
<p><b>EFFECTIVE</b> <b>6/30/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

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**RULES AND REGULATIONS**

**Section 5 – Electric Billing (con't)**

(c) Recalculation of Deposit:

1. On Commercial and Industrial accounts, if requested by the consumer, the Deposit will be recalculated once every eighteen (18) months based on their actual usage for the last 12 months, and if the variance is more than 10% then the Cooperative will refund or credit any excess to consumers bill, or, if less than calculated, consumer will pay difference. (T)
2. On all other accounts, if requested by the consumer, their deposit will be recalculated once every eighteen (18) months, based on their actual usage for the last 12 months, and if the variance is more than \$10.00, the Cooperative will credit or refund any overage, or if under the consumer will pay the difference.

(d) Any consumer who has had a deposit waived or refunded as described in this section, may be required to pay a new deposit if the consumer does not maintain a satisfactory payment record.

**5.50 UNPAID PAYMENTS FROM CONSUMERS**

The Cooperative shall notify the consumer whose payment was returned stating the amount of the payment, the reason for its return and the charge made to the account as stated in Section 2.70. (T)  
(T)  
(T)

- (a) If the -payment was in payment of a current amount due, the consumer shall be given ten (10) days in which to pay the payment amount and return payment charge, or the account will be subject to be disconnected. (T)  
(T)  
(T)
- (b) If the payment was in payment of a delinquent account, then no advance notice will have to be given before discontinuing service. (T)

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**DATE OF ISSUE:** JULY 13, 2022

**DATE EFFECTIVE:** JUNE 30, 2022

**ISSUED BY:** /s/ Kenneth E. Simmons  
President & Chief Executive Officer

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
1ST REVISED SHEET NO. R-16  
CANCELLING P.S.C. KY. NO.6  
ORIGINAL SHEET NO. R-16

**RULES AND REGULATIONS**

**5.60 MONITORING OF CONSUMER USAGE (T)**

On a monthly basis, kWh usage for all accounts will be monitored by the Cooperative according to the following procedure:

- (a) The member's current monthly kWh usage will be compared to previous periods. Accounts which meet the following exception criteria will be listed for evaluation:

The bill amount is greater than twice the previous month  
kWh usage is less than one-third of last month's  
kWh usage is fifty percent more or less than the same month last year  
The bill amount is less than the minimum for the rate schedule  
Demand usage is twenty-five percent more or less than last month's  
Demand usage is fifty percent more or less than the same month last year

- (b) If the deviation in usage for any account listed on the exception report is attributed to unique circumstances such as unusual weather conditions, which would affect all members, no further review will be done.
- (c) If deviation cannot be readily attributed to a common cause, the Cooperative will further investigate the account usage by comparing the last twelve month's usage to the same months of the previous year.
- (d) If the cause for the usage deviation cannot be determined from analysis of the member's meter reading and billing records, the Cooperative may dispatch service personnel to verify the meter reading, check the service installation, or to make personal contact with the member to inquire about the unexplained usage deviation. The Cooperative will contact the member by telephone or in writing about the usage deviation if the service personnel cannot determine the cause.
- (e) Where the deviation is not otherwise explained, the account will be monitored for two (2) consecutive months and if not resolved, the Cooperative will test the member's meter to determine whether it shows an average error greater than two percent (2%) fast or slow. The Cooperative will notify the member of the investigation and results and will refund or bill for any errors in accordance with 807 KAR 5:00, Section 10(4) and (5).

In addition to the monthly monitoring, the Cooperative will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading and bill processing member inquiry.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: MARCH 11, 1994      DATE EFFECTIVE: AUGUST 31, 1992  
APR 13, 1994

ISSUED BY: Keith Sloan PRESIDENT/GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY 42502  
Issued by authority of an order of the Public Service Commission  
Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_ BY: Glenn H. Miller  
PUBLIC SERVICE COMMISSION MANAGER

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**RULES AND REGULATIONS**

**Section 5 – Electric Billing (con't)**

**5.70 CLASSES OF SERVICE**

Members of the Cooperative are served under the following classification and applicable rate schedules:

Schedule A	-	Residential, Farm and Non-Farm	
Schedule A	-	Public Buildings	
Schedule B	-	Small Commercial	
Schedule LP	-	Large Power	
Schedule LP-1	-	Large Power (1,000 - 4,999 KW)	
Schedule LP-2	-	Large Power (5,000 - 9,999 KW)	
Schedule LP-3	-	Large Power (1,000 - 2,999 KW)	
Schedule OPS	-	Optional Power Service (Limited to 300 KVA)	
<i>Schedule AES</i>	-	All Electric School	
Schedule OL	-	Outdoor Lighting	(D)
Schedule STL	-	Street Lighting	
<i>Schedule DSTL</i>	-	Decorative Street Lighting	
Schedule TVB	-	Unmetered Commercial Service	
Schedule CTA	-	Cable Television Attachment	

For information as to the availability, rates, charges, type of service terms, etc., of the above mentioned services, see applicable rate schedule, a copy of which attached hereto and made a part thereof.

**5.71 PURPOSE OF CLASSIFICATION**

Classification is a means for treating without discrimination, all consumers having similar characteristics in their use of service. Special classification will be avoided unless surrounding conditions are so unusual that to apply one of the existing rates or rules would result in serious injustice to either the particular member or to all other members. Certain installations may be unmetered and be billed a set monthly rate. These are to be +installations that the monthly usage is fairly constant. These services, more specifically are: Certain cable TV amplifiers, railroad crossing signals, etc., that cause great difficulty in maintaining metering equipment. (See Schedule TVB).

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**DATE OF ISSUE:** JULY 13, 2022

**DATE EFFECTIVE:** JUNE 30, 2022

**ISSUED BY:** /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

<p><b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b></p>
<p><b>Linda C. Bridwell</b> Executive Director</p> 
<p><b>EFFECTIVE</b> <b>6/30/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
1<sup>st</sup> REVISED SHEET NO. R-18  
CANCELLING P.S.C. KY. NO.7  
ORIGINAL SHEET NO. R-18

RULES AND REGULATIONS

SECTION VI - LINE EXTENSIONS

6.10 DISTRIBUTION LINE EXTENSION - OVERHEAD TO PERMANENT DWELLINGS (T)

For the purpose of this policy, this section shall include mobile homes meeting any of the following criteria: (1) all doublewide mobile homes, (2) mobile homes attached to a permanent masonry foundation that have had the wheels, axles, and tongues removed, and (3) mobile homes that have had permanently constructed eating, sleeping, and sanitation facilities added that would cause the structure to meet the criteria of a permanent dwelling as defined by the residential National Electric Code. The distribution lines shall be extended to a permanent metered residential dwelling without extra charge providing the extension is not beyond 1,000 feet, unless covered by another section. (T)

- (a) For an extension beyond 1,000 feet (excluding service drop) the customer may be required to pay the cost of the additional extension. The cost shall be the average cost per foot as determined for an average mile of line and which will be kept on file at the Cooperative office for viewing by the public and will be updated periodically.
- (b) Each customer receiving service under such extension will be reimbursed under the following plan: Each year for a period of not less than 10 years, which for the purpose of this rule shall be the refund period, the utility shall refund to the customer or customers who paid for the excessive footage the cost of 1,000 feet of the extension in place for each additional customer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid the utility. After the end of the refund period, no refund will be required to be made.
- (c) Subdivisions - A Proposed real estate subdivision may be required to pay the entire cost of the extension. Refunds for this advance may commence in 12 (twelve) months. The basis for refund shall be an allowance of 1,000 feet of extension at the same rate the advance was made for each customer who has been connected in the 12 (twelve) month period. Any advance balance remaining after a 10 year refund period shall be forfeited.
- (d) Nothing contained herein shall be construed as to prohibit this utility from making at its expense greater extensions than herein prescribed, should its judgment so dictate, provided like free extensions are made to other customers under similar conditions.

FEB 01 2003

DATE OF ISSUE: JANUARY 27, 2003

PURSUANT TO 807 KAR 5 011  
SECTION 6.10  
DATE EFFECTIVE: FEBRUARY 1, 2003

BY: Allen Anderson  
EXECUTIVE DIRECTOR

ISSUED BY: Allen Anderson PRESIDENT/CEO  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY 42502  
Issued by authority of an order of the Public Service Commission of  
Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

SOUTH KENTUCKY R.E.C.C  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. R-19  
CANCELLING P.S.C. KY. NO.6  
\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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RULES AND REGULATIONS

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6.20 DISTRIBUTION LINE EXTENSIONS - MOBILE HOMES

- (a) All extensions of up to 150 feet from the nearest facility shall be made without charge.
- (b) Extensions greater than 150 feet from the nearest facility and up to 300 feet shall be made provided the customer may be required to pay the utility a "customer advance for construction" of \$50.00 (fifty dollars) in addition to any other charges required by the utility for all customers. This advance shall be refunded at the end of one year if the service to the mobile home continues for that length of time.
- (c) For extensions greater than 300 feet up to 1,000 feet from the nearest facility, the utility may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet plus \$50.00 (fifty dollars)
  - 1. This advance shall be refunded to the consumer over a four year period. \$50.00 plus 25% of the balance to be refunded after one year. The remaining 75% is to be refunded in equal payments for three (3) years.
  - 2. If the service is discontinued for a period of sixty days, or should the mobile home be moved and not replaced by a permanent structure, the remainder of the advance shall be forfeited.
  - 3. No refund shall be made to any consumer who did not make the advance originally.
- (d) For extensions beyond 1,000 feet from the nearest facility, the utility may charge an advance equal to the reasonable costs incurred by it for that portion of the extension beyond 300 feet plus \$50.00
  - 1. The cost of the first 1,000 feet of such an extension will be refunded as set forth in Section 6.20(c) above. For that portion of the extension beyond the first 1,000 feet the extension policy set forth in Section 6.10 apply.

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: AUGUST 31, 1992

ISSUED BY: Keith Sloan PRESIDENT/GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910, SOMERSET, KENTUCKY 42502  
Issued by authority of an order of the Public Service Commission of  
Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
OCT 15 1992  
PURSUANT TO 807 KAR 5011.  
SECTION 9 (1)  
BY: \_\_\_\_\_  
PUBLIC SERVICE COMMISSION

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. R-20  
CANCELLING P.S.C.KY.NO.6  
\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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RULES AND REGULATIONS

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2. If the service is discontinued for a period of sixty days or should the home be removed and not replaced by a permanent structure, the remainder of the advance shall be forfeited.
3. No refunds shall be made to any customer who did not make the advance originally.

6.30 DISTRIBUTION LINE EXTENSION - BARNs, STORAGE BUILDINGS, NONRESIDENTIAL STRUCTURES AND OTHER SERVICES NOT PROVIDED FOR ELSEWHERE.

- (a) All extensions of up to 150 feet from the nearest facility shall be made without charge.
- (b) Extensions greater than 150 feet from the nearest facility up to 300 feet shall be made provided the customer may be required to pay the utility a "consumer Advance for Construction" of \$50.00 (fifty dollars) in addition to any other charges required by the utility for all consumers. This advance shall be refunded at the end of one year if the service to the structure continues for that length of time.
- (c) For extensions greater than 300 feet up to 1,000 feet from the nearest facility, the utility may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet plus \$50.00.
  1. This advance shall be refunded to the consumer over a four year period. \$50.00 plus 25% of the balance to be refunded after one year. The remaining 75% is to be refunded in equal payments for three years.
  2. If the service is discontinued for a period of sixty (60) days, or should the structure be moved and not replaced by a permanent structure, the remainder of the Advance shall be forfeited.
  3. No refund shall be made to any consumer who did not make the advance originally.
  4. Beyond 1,000 feet, the extension policy set forth in Section 11 of 807 KAR 5:041 shall apply.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: AUGUST 11, 1992

ISSUED BY: Keith Sloan PRESIDENT / GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910, SOMERSET, KENTUCKY 42502  
Issued by authority of an order of the Public Service Commission of  
Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

OCT 15 1992  
BY: \_\_\_\_\_  
PUBLIC SERVICE COMMISSION OF KENTUCKY

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**RULES AND REGULATIONS**

**Section 6 - Line Extensions (con't)**

**6.40 TEMPORARY EXTENSIONS - SINGLE PHASE OR THREE PHASE**

Any extension which is required for a short period of time, or which cannot be expected to be connected for at least one year, will need to advance the average cost per foot, of all extensions, and the estimated removal cost, minus salvage in addition to all normal service charges in connection with service.

**6.41 QUESTIONABLE PERMANENT SERVICES**

Any single or three phase extensions that is questionable in the sense that it might be temporary, such as mines, oil wells, etc., the consumer is required to pay for the construction of the line and will be refunded as set forth in Section 6.10.

**6.50 OUTDOOR LIGHTING FOR TEMPORARY AND QUESTIONABLE PERMANENT SERVICES (D)**

(a) Outdoor lights requested for these services shall be calculated in the cost associated as per Sections 6.40 and 6.41. (T)

(b) The monthly billing shall be in accordance with the provisions in Tariff "Schedule OL - Outdoor Lighting".

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**DATE OF ISSUE:** JULY 13, 2022

**DATE EFFECTIVE:** JUNE 30, 2022

**ISSUED BY:** /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.



**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY. NO 7, ORIGINAL SHEET NO. R-22

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**RULES AND REGULATIONS**

**6.60 UNDERGROUND EXTENSION - RESIDENTIAL SUBDIVISION**

The Cooperative will install underground distribution lines to a residential subdivision under the same conditions it provides overhead distribution to residential subdivisions. The Cooperative values the advantages of underground facilities and therefore does not charge an "underground cost differential". The advantages of underground facilities are related to improved reliability and reduced initial and ongoing right of way cost with the following conditions:

- (a) The developer is responsible for all conduit (material and installation) costs to meet the Cooperative's specifications. This includes opening and closing all ditches, and installing all transformer pads.
- (b) All secondaries will be provided by the Cooperative as they are for all services. The member will be responsible for installing the conduit necessary (per Cooperative specifications) to feed the service at each location. The Cooperative will provide the wire and labor to feed the services up to the metering point.
- (c) The Cooperative will construct underground distribution facilities in the subdivision adequate to render single-phase 120/240 volt service.
- (d) Should three phase be needed within the subdivision, they may be fed from overhead lines.
- (e) Developer or successor in title shall grant a right-of-way satisfactory to the Cooperative for the installation operation and maintenance of its underground facilities.
- (f) The wiring specifications of the utility and those of any regulatory body having jurisdiction must be followed. The Cooperative's Rates, Rules, and Regulations for furnishing electric service apply in the case of underground and overhead service alike.
- (g) The member is responsible for obtaining a certificate of compliance from a qualified electrical inspector prior to permanent power being provided.
- (h) All conduits shall have a quarter inch (1/4") nylon rope installed for pulling conductor.
- (i) Opening and closing all ditches is the responsibility of the member.

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**DATE OF ISSUE:** November 20, 2020  
**DATE EFFECTIVE:** January 4, 2021  
**ISSUED BY: /s/** Kenneth E. Simmons  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 1/4/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY. NO 7, ORIGINAL SHEET NO. R-23

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**RULES AND REGULATIONS**

**6.70 UNDERGROUND SERVICE - INDIVIDUAL**

Underground service will be provided to residential members under the following conditions:

- (a) The distance of the service is not to exceed 200 feet from the base of the pole, or pad mounted transformer, to the meter base.
- (b) The member must furnish (material and installation) all conduit raceways from the transformer to the meter base per Cooperative specifications. The Cooperative's Rates, Rules, and Regulations for furnishing electric service apply in the case of underground and overhead service alike.
  - 1. Schedule 40 PVC is permitted underground, but any conduit above grade must be Schedule 80 PVC.
  - 2. An appropriately sized weatherhead for the conduit being used and three (3) ten feet sections of conduit at the job site, which will be used on the pole.
  - 3. Two and one half (2 ½") inch conduit is required for 200-amp entrances and three (3") inch conduit is required for all 400-amp entrances.
  - 4. All conduits shall have a rope installed for pulling conductor.
  - 5. The member is responsible for obtaining a certificate of compliance from a qualified electrical inspector prior to permanent power being provided.
  - 6. Opening and closing all ditches is the responsibility of the member.

Overhead service will not be provided where underground service exists, except with Cooperative approval and at the member's expenses.

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**DATE OF ISSUE:** November 20, 2020  
**DATE EFFECTIVE:** January 4, 2021  
**ISSUED BY: /s/** Kenneth E. Simmons  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 1/4/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY. NO 7, ORIGINAL SHEET NO. R-24

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**RULES AND REGULATIONS**

**6.80 UNDERGROUND SERVICE - COMMERCIAL OR OTHER LARGE SERVICE**

- (a) Single phase and three phase loads not able to use self-contained meters will be metered on the pole by current transformer metering equipment.
- (b) The service from the metering point is the consumer's and will be furnished by the consumer. This includes furnishing service wire and conduit to the transformer location. The member will furnish the conduit to go on the pole along with the weatherhead. The Co-op will make connection at the transformer and furnish all metering equipment. The member is responsible to coordinate the conduit on the pole with the Co-op so as to allow the Co-op to ensure that it is done safely.
- (c) It is the consumers responsibility to open and close the necessary trench.
- (d) Problems arising on the service in the future are the member's responsibility. The Co-op will aid in correcting the fault, if possible, but it is recognized that the wire belongs to the member.

**6.90 OBTAINING RIGHT-OF-WAY EASEMENTS**

- (a) Obtaining right-of-way easements shall be the responsibility of the Cooperative.
- (b) If the Cooperative incurs cost in obtaining right-of-way easements, that cost shall be included in the total per foot cost of the line extension, and shall be apportioned among the Cooperative and the consumer in accordance with the applicable extension regulation.

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**DATE OF ISSUE:** November 20, 2020

**DATE EFFECTIVE:** January 4, 2021

**ISSUED BY: /s/** Kenneth E. Simmons  
President & Chief Executive Officer



FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
ORIGINAL SHEET NO. R-25  
CANCELING P.S.C. KY. NO.  
SHEET NO. \_\_\_\_\_

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

**RULES AND REGULATIONS**

**SECTION VII - ENERGY EMERGENCY CONTROL PROGRAM**

**7.10 ENERGY EMERGENCY CONTROL PROGRAM**

**Purpose:** To provide a plan for reducing the consumption of electric energy on South Kentucky RECC's system in the event of a severe electric energy shortage.

For the purpose of this program, the following priority levels have been established:

- I. Essential Health and Safety Uses--as defined in Section 7.20
- II. Residential Use
- III. Commercial and Industrial Uses
- IV. Nonessential Uses--as defined in Section 7.30
- V. Interruptible Loads
- VI. Direct Load Control

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 12 1996

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

**Procedures:** East Kentucky Power Cooperative, Inc. ("EKPC"), which supplies the wholesale power to the cooperative will notify the cooperative in the event of a severe electric energy shortage, the following steps will be implemented. These steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction.

EKPC and the cooperative will take the following actions listed in priority order in accordance with EKPC's "Emergency Electric Procedures" ("EEP") revised February 17, 1995 and filed in PSC Admin. case No. 353 as part of it's Wholesale Tariff:

- 1. EKPC will initiate Direct Load Control and notify the cooperative.
- 2. EKPC will interrupt Interruptible Loads and notify the cooperative.
- 3. The cooperative will initiate its Load Reduction Procedure, Section 7.40.
- 4. EKPC will notify the cooperative to initiate its Voltage Reduction Procedure, Section 7.50.

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ISSUED BY: Keith Sloan GENERAL MANAGER & C.E.O.  
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SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

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**RULES AND REGULATIONS**

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5. EKPC will notify the cooperative and EKPC and the cooperative will initiate media appeal for general Voluntary Load Reduction Procedure, Section 7.60.
6. EKPC will, in coordination with other Kentucky electric utilities, request the Governor to declare a statewide Energy Emergency.
7. EKPC will request the cooperative to initiate mandatory load reduction of up to 20 percent in five percent steps, Section 7.70.

**7.20 ESSENTIAL HEALTH AND SAFETY USES**

Essential health and safety uses are given special consideration in these procedures shall, insofar as the situation permits, include the following types of use and such other uses that the Commission may subsequently identify:

- (a) "Hospitals", and other institutions such as nursing homes that provide medical care to patients.
- (b) "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
- (c) "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons. These uses shall include essential street, highway and signal-lighting services.
- (d) "Fire Stations", which shall be limited to facilities housing mobile fire-fighting apparatus.
- (e) "Communication Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations.
- (f) "Water and Sewage Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.

PUBLIC SERVICE COMMISSION  
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BY: Jordan C. Neel  
FOR THE PUBLIC SERVICE COMMISSION

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**RULES AND REGULATIONS**

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- (g) "Transportation and Defense-related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services.
- (h) "Other Energy Source Services", which shall be limited to essential uses required for the production, transportation, transmission and distribution--for fuel--of natural or manufactured gas, coal, oil or gasoline.
- (i) "Perishable Food or Medicine", which shall be limited to refrigeration for the storage and preservation of perishable food or medicine, when that use is substantially all of the customer's load.

Although these types of uses will be given special consideration when implementing the manual load-shedding provisions of this procedure, these customers are encouraged to install emergency generation equipment if continuity of service is essential. In case of customers supplied from two utility sources, only one source will be given special consideration. Also, any other customers who, in their opinion, have critical equipment should install emergency generation equipment.

While life support machines are given special consideration during routine operations, planned outages, and outage restoration, they are so numerous on the system they cannot be considered when implementing rolling blackouts. If, however, we are notified of a critical situation during the procedure, we will give consideration at that time to the maximum extent practicable.

Fire stations are numerous on the system and can only be given special consideration in rolling blackouts, if the cooperative is notified that the station is involved in an emergency at that time.

PUBLIC SERVICE COMMISSION  
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**7.30 NONESSENTIAL USES**

The following and similar types of uses of electric energy and others which the Commission may subsequently identify shall be considered nonessential for all customers:

- (a) Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
- (b) General interior lighting levels greater than minimum functional levels.
- (c) Show-window and display lighting.
- (d) Parking-lot lighting above minimum functional levels.
- (e) Energy use greater than that necessary to maintain a temperature of not less than 76 degrees during operation of cooling equipment and not more than 68 degrees during operation of heating equipment.
- (f) Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.
- (g) Energy use greater than that which is the minimum required for lighting, heating or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

**7.40 LOAD REDUCTION PROCEDURE**

**Objective:** To reduce demand at the cooperative facilities over the time period during which an electric energy shortage is anticipated.

**Criteria:** This procedure is implemented when a *Load Reduction Alert* is issued. The General Manager has the responsibility of issuing a Load Reduction Alert.

PUBLIC SERVICE COMMISSION  
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Procedure:

1. The General Manager receives notice from EKPC of a capacity shortage.
2. The General Manager is responsible for seeing that their employees are participating in achieving the largest load reduction possible while still maintaining the service of the facility and not unduly jeopardizing safety.
3. Each Department Manager is responsible for seeing that their employees are participating in achieving the largest load reduction possible while still maintaining the service of the facility and not unduly jeopardizing safety.
4. Examples of load reduction are:
  - turning off all but a minimum of indoor and outdoor lighting
  - turning off microcomputers, printers, copiers and other office equipment except as they are used
  - in the winter, setting thermostats no higher than 68 degrees, and in the summer no lower than 76 degrees

7.50 VOLTAGE REDUCTION PROCEDURE

Objective: To reduce demand on the cooperative system over the period during which an electric energy shortage is anticipated by reducing the set point on system voltage regulators.

Criteria: This procedure is implemented when requested by EKPC System Operator.

Procedure: The cooperative will immediately dispatch personnel to reduce set points on regulators as much as possible while continuing to maintain minimum voltage requirements as prescribed by the Kentucky Public Service Commission. The cooperative's specific plan is on file in it's office.

PUBLIC SERVICE COMMISSION

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**RULES AND REGULATIONS**

**7.60 VOLUNTARY LOAD REDUCTION PROCEDURE**

**Objective:** To reduce demand on the cooperative system over the period during which an electric energy shortage is anticipated through media appeal for consumers to curtail energy use.

**Criteria:** This procedure is implemented when requested by EKPC Marketing and Communications Division personnel.

**Procedure:** Notify radio stations covering the service area of the electrical energy shortage and ask them to make the Public Service announcement recommended by EKPC personnel. An example announcement is as follows:

**"Attention all Rural Electric Members:**

South Kentucky RECC is experiencing a critical shortage of electricity to its members, and is requesting that all non-essential electrical appliances and lighting be turned off, and thermostats be lowered/raised immediately until (time of emergency).

The cooperative is encountering record high usage of electricity during this period of extreme low/high temperatures, and to help us keep from having a power blackout in your area, we need your help NOW until (time of emergency).

Please turn off all electricity you do not have to have on.

Thank you for your cooperation."

Industrial and large commercial consumers will also be contacted and asked to curtail their energy use as well.

The cooperative's specific plan has an up-to-date list of these members and is on file at its office.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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RULES AND REGULATIONS

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7.70 MANDATORY LOAD CURTAILMENT PROCEDURE

**Objective:** To reduce demand on the cooperative system over the period during which an electric energy shortage is anticipated by interrupting firm consumer load in 5% blocks up to a total of 20% of the system load.

**Criteria:** This procedure is implemented when requested by the EKPC System Operator. This procedure will only be requested after the Governor of Kentucky has issued a statewide State of Emergency Order.

**Procedures:** The cooperative will immediately dispatch personnel to interrupt service to member consumer loads to achieve the reduction requested by EKPC. This may be achieved by interrupting services to certain nonessential loads for the entire period of the emergency or by rotating outages to various substation feeder circuits. The cooperative's specific plan is on file in it's office.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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BY: Jordan C. Neal  
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8.00 THE PEOPLE FUND

The People Fund is a program which allows cooperative members to round up their monthly payment to the next highest dollar amount (\$26.40 to \$27.00 for example) with the funds used to help families and communities through out the cooperative. All South Kentucky Rural Electric Cooperative Corporation members are given the opportunity to make VOLUNTARY contribution to The People Fund.

This contribution will be included on the monthly billing statement. This rounded up amount is not subject to disconnection of service for non-payment. Members may participate in the program by notifying South Kentucky Rural Electric Cooperative Corporation.

PUBLIC SERVICE COMMISSION  
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EFFECTIVE

FEB 01 2004

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

BY Charles H. Smith  
EXECUTIVE DIRECTOR

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ISSUED BY: Allen Anderson GENERAL MANAGER & C.E.O.  
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**SOUTH KENTUCKY R.E.C.C.**

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**RULES AND REGULATIONS**

**SECTION IX – STANDARD NOMINAL VOLTAGES**

(N)

**9.00 STANDARD NOMINAL VOLTAGES**

The standard nominal voltages for single and multi-phase services throughout the distribution system are as specified below. Availability of a service voltage(s) is contingent upon existing service voltage(s) and other system parameters.

Single-Phase (volts)

120/240  
240/480  
7,200  
14,400

Multi-Phase (volts)

120/240 YΔ  
120/208 YY  
277/480 YY  
7,200 Y  
14,400 Y



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**DATE OF ISSUE:** October 15, 2020

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**ISSUED BY:** /s/ Kenneth E. Simmons  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Lindsey Flora</b> Deputy Executive Director

<b>EFFECTIVE 12/1/2020</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, 3<sup>rd</sup> REVISED SHEET R-33

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**RULES AND REGULATIONS**

**DIRECT LOAD CONTROL PROGRAM - DSM – RESIDENTIAL**

**PURPOSE**

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling South Kentucky Rural Electric Cooperative Corporation to utilize its system more efficiently, manage market purchases, and defer the construction of new generation.

**AVAILABILITY**

The Direct Load Control Program is available to residential members in the service territories of South Kentucky Rural Electric Cooperative Corporation and will include the control of existing water heaters, existing and new air conditioners and heat pumps.

Availability may be denied where, in the judgment of the South Kentucky Rural Electric Cooperative Corporation, installation of the load control equipment is impractical.

**ELIGIBILITY**

To qualify for this Program, the new participant must be located in the service territory of South Kentucky Rural Electric Cooperative Corporation and have:

- Central air conditioning or heat pump units with single-stage compressors.

The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff.

The participant may either own or rent the residence where the qualifying appliances are located. The residence may be either a single-family structure or a multi-family apartment facility.

The participant is responsible for obtaining the permission of the owner of a rented residence to participate in the load control program. South Kentucky Rural Electric Cooperative Corporation may require that a rental property agreement be executed between South Kentucky Rural Electric Cooperative Corporation and the owner of the rented residence.

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Interim President and Chief Executive Officer

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



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**3/2/2019**

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

**SOUTH KENTUCKY R.E.C.C.**

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**RULES AND REGULATIONS**

**DIRECT LOAD CONTROL PROGRAM - DSM – RESIDENTIAL (con't)**

**PROGRAM INCENTIVES**

South Kentucky Rural Electric Cooperative Corporation will provide an incentive to the participants in this program for the following appliances.

Water Heaters - South Kentucky Rural Electric Cooperative Corporation will provide the participating residential member a \$10.00 bill credit per water heater annually or may provide the incentive via other payment means including, but not limited to, a check. The existing participant will receive this credit regardless of whether the water heater is actually controlled.

Air Conditioners and Heat Pumps - South Kentucky Rural Electric Cooperative Corporation will provide an incentive to the participants in this program. The participant may select one of three alternatives, if available. The participant will receive one of these incentives regardless of whether the air conditioner or heat pump is actually controlled during any program month.

Alternative One: For each direct load control switch, South Kentucky Rural Electric Cooperative Corporation will provide the participating residential member a \$20.00 bill credit annually or may provide the incentive via other payment means including, but not limited to, a check.


Alternative Two: When technically feasible, South Kentucky Rural Electric Cooperative Corporation may provide and install at no cost one or more Wi-Fi enabled thermostats as needed for control purposes; or South Kentucky Rural Electric Cooperative Corporation may provide a Wi-Fi enabled thermostat and a rebate up to \$100 to offset the member's cost to have the thermostat installed by the member's own heating and air-conditioning contractor. The member must sign-up each South Kentucky Rural Electric Cooperative Corporation provided thermostat within 60 days or return it to South Kentucky Rural Electric Cooperative Corporation or be billed by South Kentucky Rural Electric Cooperative Corporation for the cost of the thermostat. Wi-Fi enabled means any thermostat utilizing the Wi-Fi communication protocol or similar local networking communication protocols. The member must have a fixed location, reliable internet for communication. South Kentucky Rural Electric Cooperative Corporation will provide the participating residential member a \$20 bill credit per qualifying Wi-Fi enabled thermostat annually.

Alternative Three - South Kentucky Rural Electric Cooperative Corporation will provide the participating residential member a \$20.00 bill credit per qualifying Wi-Fi enabled thermostat provided by the member that controls an air conditioner or heat pump annually or may provide the incentive via other payment means including, but not limited to, a check. Wi-Fi enabled means any thermostat utilizing the Wi-Fi communication protocol or similar local networking communication protocols. South Kentucky Rural Electric Cooperative Corporation will provide a rebate up to \$100 to offset the member's cost to have the thermostat installed by the member's own heating and air-conditioning contractor. The member must have a fixed location, reliable internet for communication

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<p><b>Gwen R. Pinson</b> Executive Director</p> 
<p><b>EFFECTIVE 3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, 3<sup>rd</sup> REVISED SHEET R-35

**RULES AND REGULATIONS**

**DIRECT LOAD CONTROL PROGRAM - DSM – RESIDENTIAL (con't)**

When the qualifying appliances are located in rental residences, program incentives will be paid to the participant, regardless of whether the participant owns or rents the residence where the qualifying appliances are located. Nothing contained in this Tariff will prohibit a further disposition of the program incentive between the participant and the owner of a rented residence.

**PROGRAM SPECIAL INCENTIVES**

South Kentucky Rural Electric Cooperative Corporation will provide a special incentive up to \$25.00 for new participants that install a load control switch on qualifying air conditioners and heat pumps, utility supplied Wi-Fi enabled thermostat or member supplied Wi-Fi enabled thermostat. This one time incentive will be in the form of a bill credit on the electric bill following the switch installation or maybe provided via other payment means including, but not limited to, a check.

**TIME PERIODS FOR DIRECT LOAD CONTROL PROGRAM**

Water Heaters - Existing load control switches may be electrically interrupted for a maximum time period of six (6) hours per event during the May through September months indicated below and for a maximum time period of (4) four hours per event during the October through April months indicated below.

EKPC will cycle the water heaters only during the hours listed below.

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
October through April	6:00 a.m. to 12:00 noon 4:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Air Conditioners and Heat Pumps - A load control device (switch or Wi-Fi enabled thermostat) will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control device will be accomplished via AMR, AMI or Wi-Fi or similar communication technologies.

EKPC will control the air conditioning units and heat pumps only during its summer on-peak billing hours listed below and up to (4) four hours per event.

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
May through September	10:00 a.m. to 10:00 p.m.

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**Gwen R. Pinson**  
Executive Director



**EFFECTIVE  
3/2/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, 3<sup>rd</sup> REVISED SHEET R-36

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**RULES AND REGULATIONS**

**DIRECT LOAD CONTROL PROGRAM - DSM – RESIDENTIAL (con't)**

**TERMS AND CONDITIONS**

1. Prior to the installation of load control devices, South Kentucky Rural Electric Cooperative Corporation may inspect the participant's electrical equipment to insure good repair and working condition, but South Kentucky Rural Electric Cooperative Corporation shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of South Kentucky Rural Electric Cooperative Corporation, will install, in some cases, own, and maintain the load management devices controlling the participant's air conditioner or heat pump, for Alternatives One and Two as noted in this tariff. The participant must allow South Kentucky Rural Electric Cooperative Corporation, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of South Kentucky Rural Electric Cooperative Corporation to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at South Kentucky Rural Electric Cooperative Corporation's option, result in discontinuance of credits under this Tariff until such time as South Kentucky Rural Electric Cooperative Corporation is able to gain the required access.
3. Participants may join the program at any time during the year. Participants with air conditioning or heat pump units who join during the months of June through September can select an incentive alternative as described in this Tariff. If the incentive is selected, incentives will be provided annually.
4. If a participant decides to withdraw from the program or change incentive alternatives, South Kentucky Rural Electric Cooperative Corporation will endeavor to implement the change as soon as possible.
5. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of six (6) months. Returning participants for air conditioning and heat pump units will be required to initially select the bill credit alternative, but may change alternatives later as described in this Tariff.

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**RULES AND REGULATIONS**

**DIRECT LOAD CONTROL PROGRAM - DSM – COMMERCIAL**

**PURPOSE**

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling South Kentucky Rural Electric Cooperation Corporation to utilize its system more efficiently, manage market purchases, and defer the construction of new generation.

**AVAILABILITY**

The Direct Load Control Program is available to commercial customers in the service territories of South Kentucky Rural Electric Cooperative Corporation and will include the control of air conditioners and water heaters.

Availability may be denied where, in the judgment of South Kentucky Rural Electric Cooperative Corporation, installation of the load control equipment is impractical.

**ELIGIBILITY**

To qualify for this Program, the new participant must be located in the service territory of South Kentucky Rural Electric Cooperative Corporation and have a central air conditioning or heat pump unit. The appliance may be electrically cycled or interrupted in accordance with the rules of this Tariff.

The participant is responsible for obtaining the permission of the commercial property owner to participate in the load control program. South Kentucky Rural Electric Cooperative Corporation may require that a rental property agreement be executed between South Kentucky Rural Electric Cooperative Corporation and the owner of the rented commercial property.

**PROGRAM INCENTIVES**

South Kentucky Rural Electric Cooperative Corporation will provide an incentive to the participants in this program for the following appliances.

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Interim President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2019-00060 dated November 26, 2019.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, 3<sup>rd</sup> REVISED SHEET R-38

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**RULES AND REGULATIONS**

**DIRECT LOAD CONTROL PROGRAM - DSM – COMMERCIAL (con't)**

Air Conditioners and Heat Pumps - The incentive will be based on the tonnage of the air conditioning unit. Units up to and including five (5) tons will receive a credit of \$20.00 per unit. Units over five (5) tons will receive an additional credit of \$4.00 per ton per unit. South Kentucky Rural Electric Cooperative Corporation will provide the participating commercial member the applicable incentive bill credit, or may provide the incentive via other payment means including, but not limited to, a check. The participant will receive the incentive regardless of whether the air conditioner is actually controlled during any program month.

Water Heaters - South Kentucky Rural Electric Cooperative Corporation will provide the existing participating commercial member \$10.00 per water heater annually or may provide the incentive via other payment means including, but not limited to, a check. The participant will receive this credit regardless of whether the water heater is actually controlled.

**TIME PERIOD FOR DIRECT LOAD CONTROL PROGRAM**

Air Conditioners and Heat Pumps. A load control device will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. If available, the member's utility may provide a Wi-Fi enabled thermostat for program participation. The member must have internet for communication. Communication to the load control device or thermostat will be accomplished via AMR, AMI or Wi-Fi or similar communication technologies.

EKPC will control the air conditioning units only during its summer on-peak billing hours listed below and up to four (4) hours per event:


<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u>
May through September	10:00 a.m. to 10:00 p.m.

Water Heaters. Existing load control switches may be electrically interrupted for a maximum time period of six (6) hours per event during the May through September months indicated below and for a maximum time period of four (4) hours per event during the October through April months indicated below.

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**DATE OF ISSUE:** December 13, 2019  
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**ISSUED BY: /s/** Kevin Newton  
Interim President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2019-00060 dated November 26, 2019.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, 3<sup>rd</sup> REVISED SHEET R-39

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**RULES AND REGULATIONS**

**DIRECT LOAD CONTROL PROGRAM - DSM – COMMERCIAL (con't)**

EKPC will cycle the water heaters only during the hours listed below.

<u>Months</u>	<u>Hours Applicable for Demand Billing - EPT</u>
October through April	6:00 a.m. to 12:00 noon 4:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

**TERMS AND CONDITIONS**

1. Prior to the installation of load control devices, South Kentucky Rural Electric Cooperative Corporation may inspect the participant's electrical equipment to insure good repair and working condition, but South Kentucky Rural Electric Cooperative Corporation shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC on behalf of South Kentucky Rural Electric Cooperative Corporation, will install, in some cases, own, and maintain the load management devices controlling the participant's air conditioner or heat pump. The participant must allow South Kentucky Rural Electric Cooperative Corporation, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of South Kentucky Rural Electric Cooperative Corporation to gain access to the load management device to perform any of the above activities for a period exceeding thirty 30 days may, at South Kentucky Rural Electric Cooperative Corporation's option, result in discontinuance of credits under this tariff until such time as South Kentucky Rural Electric Cooperative Corporation is able to gain the required access.
3. Participants may join the program at any time during the year. Participants with air conditioning or heat pumps who join during the months of June through September will receive the bill credits annually.
4. If a participant decides to withdraw from the program, South Kentucky Rural Electric Cooperative Corporation will endeavor to implement the withdrawal as soon as possible. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of six (6) months

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/2/2019**

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



FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
2<sup>nd</sup> REVISED SHEET  
CANCELLING P.S.C. KY. NO. 7  
1<sup>st</sup> REVISED SHEET

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

**APPENDIX H**

**RATES SCHEDULE ES – ENVIRONMENTAL SURCHARGE**

**AVAILABILITY**

In all of the Company's service territory.

**APPLICABILITY**

This rate schedule shall apply to all electric rate schedules and special contracts.

**RATE**

$$\text{CES}(m) = \text{ES}(m)$$

(T)

where CES(m) = Current Month Environmental Surcharge Factor  
ES(m) = Current Month Environmental Surcharge Calculation

(T)

$$\text{ES}(m) = [((\text{WESF}) \times (\text{Average of 12-months ended revenues from sales to Member System, excluding environmental surcharge})) + (\text{Over}/\text{Under Recovery})] \text{ divided by } [ \text{Average of 12-months ending Retail Revenue (excluding environmental surcharge)} ] = \underline{\hspace{2cm}} \%$$

where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

DATE OF ISSUE November 18, 2010  
Month / Date / Year

DATE EFFECTIVE November 5, 2010  
Month / Date / Year

ISSUED BY *Allen Anderson*  
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2010-00021 DATED November 5, 2010

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>11/5/2010</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
2<sup>nd</sup> REVISED SHEET  
CANCELLING P.S.C. KY. NO. 7  
1<sup>st</sup> REVISED SHEET

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

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**APPENDIX H**

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(Over)/Under Recovery =

6-months cumulative (over)/under recovery as defined by amount billed by EKPC to Member System minus the amount billed by Member System to retail customer. Over or under recoveries shall be amortized over a six-month period.

(T)

1

**BILLING**

The current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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DATE OF ISSUE November 18, 2010  
Month / Date / Year

DATE EFFECTIVE November 5, 2010  
Month / Date / Year

ISSUED BY *Allen Anderson*  
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2010-00021 DATED November 5, 2010

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**11/5/2010**

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

**SOUTH KENTUCKY R.E.C.C.**

**APPENDIX I**

**NET METERING**

**AVAILABILITY OF NET METERING SERVICE**

Net Metering is available to eligible member-generators in South Kentucky Rural Electric Cooperative Corporation's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the South Kentucky Rural Electric Cooperative Corporation's single hour peak load during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier's single hour peak load during the previous year, upon Commission approval, South Kentucky Rural Electric Cooperative Corporation's obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a member retail electric member of South Kentucky Rural Electric Cooperative Corporation 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 South Kentucky Rural Electric Cooperative Corporation'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, South Kentucky Rural Electric Cooperative Corporation may provide Net Metering to other member-generators not meeting all the conditions listed above on a case-by-case basis.

**METERING**

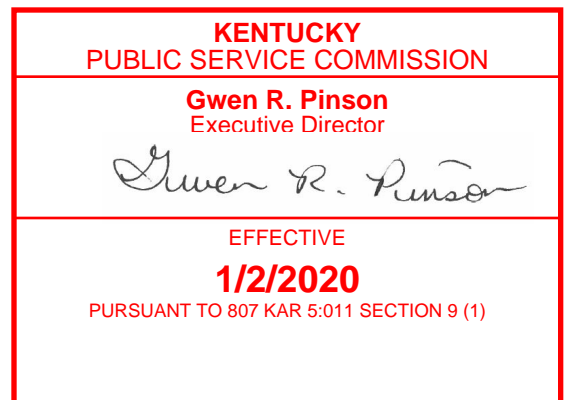
South Kentucky Rural Electric Cooperative Corporation shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in the South Kentucky Rural Electric Cooperative Corporation's Commission

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**ISSUED BY:** /s/ Kevin Newton  
Interim President & Chief Executive Officer

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COMMISSION IN CASE NO. 2019-00440  
DATED DECEMBER 9, 2019.



approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by South Kentucky Rural Electric Cooperative Corporation using metering equipment capable of measuring and recording energy flows, on a kWh basis, from South Kentucky Rural Electric Cooperative Corporation to the member-generator and from the member-generator to South Kentucky Rural Electric Cooperative Corporation, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the member-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day and time-of-use billing agreement currently in place.

Any additional meter, meters, or distribution upgrades needed to monitor the flow in each direction shall be installed at the Member's expense.

**BILLING AND PAYMENT**

For charges collected on the basis of metered registration, South Kentucky Rural Electric Cooperative Corporation shall, for each monthly billing period, determine the net meter registration of the member-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the member-generator to South Kentucky Rural Electric Cooperative Corporation exceed the deliveries of energy in kWh from South Kentucky Rural Electric Cooperative Corporation to the member-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the member-generators carried over a Net Metering Credit from one of more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the member-generator exceed the deliveries of energy in kWh from the member-generator to the Cooperative, the member-generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the current rate applicable to its type or class of electric service.

The member shall be responsible for payment of any applicable member charge or other applicable charges.

At no time shall South Kentucky Rural Electric Cooperative Corporation be required to convert the Net Billing Credit to cash. If a member-generator closes his account, no cash refund for residual Net Metering Credits shall be paid.

Net Metering Credits are not transferable between members or locations.

DATE OF ISSUE April 6, 2009 DATE EFFECTIVE: April 8, 2009

ISSUED BY Allen Anderson TITLE President & (

Issued by authority of an Order of the Public Service Commission of Kent  
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
4/8/2009  
PURSUANT TO 807 KAR 5-011  
SECTION 9 (1)

By [Signature]  
Executive Director

**APPLICATION AND APPROVAL PROCESS**

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from South Kentucky Rural Electric Cooperative Corporation prior to connecting the generator facility to South Kentucky Rural Electric Cooperative Corporation's system.

Applications will be submitted by the Member and reviewed and processed by South Kentucky Rural Electric Cooperative Corporation according to either Level 1 or Level 2 processes defined in this tariff.

South Kentucky Rural Electric Cooperative Corporation may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, South Kentucky Rural Electric Cooperative Corporation will work with the Member to resolve those issues to the extent practicable.

Members may contact South Kentucky Rural Electric Cooperative Corporation to check on status of an Application or with questions prior to submitting an Application. Contact information is provided on the Application form and is listed on South Kentucky Rural Electric Cooperative Corporation's website.

**LEVEL 1 AND LEVEL 2 DEFINITIONS**

**LEVEL 1**

A Level 1 Application shall be used if the generating facility is inverter-based and is certified by a nationally recognized testing laboratory to meet the requirements of Underwriters Laboratories Standard 1741 "Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources" (UL 1741).

South Kentucky Rural Electric Cooperative Corporation will approve the Level 1 Application if the generating facility also meets all of the following conditions:

- 1) For interconnection to a radial distribution circuit, the aggregated generation on the circuit, including the proposed generating facility, will not exceed 15% of the Line Section's most recent annual one hour peak load. ~~A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.~~

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**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
4/8/2009  
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SECTION 9 (1)**

BY [Signature]  
Executive Director

- 2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 3) If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4) If the generating facility is to be connected to three-phase, three wire primary South Kentucky Rural Electric Cooperative Corporation distribution lines, the generator shall appear as a phase-to-phase connection at the primary South Kentucky Rural Electric Cooperative Corporation distribution line.
- 5) If the generating facility is to be connected to three-phase, four wire primary South Kentucky Rural Electric Cooperative Corporation distribution lines, the generator shall appear to the primary South Kentucky Rural Electric Cooperative Corporation distribution line as an effectively grounded source.
- 6) The interconnection will not be on an area or spot network.
- 7) South Kentucky Rural Electric Cooperative Corporation does not identify any violations of any applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8) No construction of facilities by South Kentucky Rural Electric Cooperative Corporation on its own system will be required to accommodate the generating facility.

If the generating facility does not meet all of the above listed criteria, South Kentucky Rural Electric Cooperative Corporation, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if South Kentucky Rural Electric Cooperative Corporation determines that the generating facility can be safely and reliably connected to South Kentucky Rural Electric Cooperative Corporation's system; or 2) deny the Application as submitted under the Level 1 Application.

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PUBLIC SERVICE COMMISSION  
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4/8/2009  
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By [Signature]  
Executive Director



South Kentucky Rural Electric Cooperative Corporation shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, South Kentucky Rural Electric Cooperative Corporation shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, South Kentucky Rural Electric Cooperative Corporation will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test if required by South Kentucky Rural Electric Cooperative Corporation. South Kentucky Rural Electric Cooperative Corporation's approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify South Kentucky Rural Electric Cooperative Corporation within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with South Kentucky Rural Electric Cooperative Corporation to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by South Kentucky Rural Electric Cooperative Corporation and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless South Kentucky Rural Electric Cooperative Corporation expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and South Kentucky Rural Electric Cooperative Corporation approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by South Kentucky Rural Electric Cooperative Corporation.

If the Application is denied, South Kentucky Rural Electric Cooperative Corporation will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

**LEVEL 2**

A Level 2 Application is required under any of the following:

- 1) The generating facility is not inverter based;
- 2) The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

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OF KENTUCKY  
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By [Signature]  
Executive Director

- 3) The generating facility does not meet one or more of the additional conditions under Level 1.

South Kentucky Rural Electric Cooperative Corporation will approve the Level 2 Application if the generating facility meets South Kentucky Rural Electric Cooperative Corporation's technical interconnection requirements, which are based on IEEE 1547.

South Kentucky Rural Electric Cooperative Corporation will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time South Kentucky Rural Electric Cooperative Corporation will respond in one of the following ways:

- 1) The Application is approved and South Kentucky Rural Electric Cooperative Corporation will provide the Member with an Interconnection Agreement to sign.
- 2) If construction or other changes to South Kentucky Rural Electric Cooperative Corporation's distribution system are required, the cost will be the responsibility of the Member. South Kentucky Rural Electric Cooperative Corporation will give notice to the Member and offer to meet to discuss estimated costs and construction timeframe. Should the Member agree to pay for costs and proceed, South Kentucky Rural Electric Cooperative Corporation will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- 3) The Application is denied. South Kentucky Rural Electric Cooperative Corporation will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in South Kentucky Rural Electric Cooperative Corporation approval. Member may resubmit Application with changes.

If the Application lacks complete information, South Kentucky Rural Electric Cooperative Corporation shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other changes to South Kentucky Rural Electric Cooperative Corporation's distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

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Case No. 2008-00169 Dated January 8, 2009

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By [Signature]  
Executive Director

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and South Kentucky Rural Electric Cooperative Corporation and all necessary conditions stipulated in the agreement are met.

**APPLICATION, INSPECTION AND PROCESSING FEES**

No application fees or other review, study, or inspection or witness test fees may be charged by South Kentucky Rural Electric Cooperative Corporation for Level 1 Applications.

South Kentucky Rural Electric Cooperative Corporation requires each Member to submit with each Level 2 Application a non-refundable application, inspection and processing fee of up to \$100 for Level 2 Applications. In the event South Kentucky Rural Electric Cooperative Corporation determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to \$1,000 for the initial impact study. South Kentucky Rural Electric Cooperative Corporation shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

**TERMS AND CONDITIONS FOR INTERCONNECTION**

To interconnect to South Kentucky Rural Electric Cooperative Corporation's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- 1) South Kentucky Rural Electric Cooperative Corporation shall provide the 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) The 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 South Kentucky Rural Electric Cooperative Corporation'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

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ISSUED BY Allen Anderson TITLE President & By [Signature] Executive Director

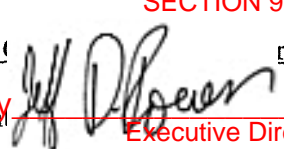
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Case No. 2008-00169 Dated January 8, 2009



of the generating facility in parallel with South Kentucky Rural Electric Cooperative Corporation's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from South Kentucky Rural Electric Cooperative Corporation, 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 IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) South Kentucky Rural Electric Cooperative Corporation's rules, regulations, and Service Regulations as contained in South Kentucky Rural Electric Cooperative Corporation'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 South Kentucky Rural Electric Cooperative Corporation's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay South Kentucky Rural Electric Cooperative Corporation 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 South Kentucky Rural Electric Cooperative Corporation's electric system. At all times when the generating facility is being operated in parallel with South Kentucky Rural Electric Cooperative Corporation's electric system, Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by South Kentucky Rural Electric Cooperative Corporation to any of its other members or to any electric system interconnected with South Kentucky Rural Electric Cooperative Corporation's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, South Kentucky Rural Electric Cooperative Corporation's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

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4/8/2009  
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SECTION 9 (1)

By   
Executive Director

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ISSUED BY Allen Anderson TITLE President & I

Issued by authority of an Order of the Public Service Commission of Ken  
Case No. 2008-00169 Dated January 8, 2009

- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on South Kentucky Rural Electric Cooperative Corporation's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that South Kentucky Rural Electric Cooperative Corporation shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of South Kentucky Rural Electric Cooperative Corporation.
- 7) After initial installation, South Kentucky Rural Electric Cooperative Corporation 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 the Member, South Kentucky Rural Electric Cooperative Corporation 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, an eligible Member shall furnish and install on the 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 South Kentucky Rural Electric Cooperative Corporation's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to South Kentucky Rural Electric Cooperative Corporation'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 South Kentucky Rural Electric Cooperative Corporation personnel at all times. South Kentucky Rural Electric Cooperative Corporation 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 South Kentucky Rural Electric Cooperative Corporation's safety and operating protocols.
- 9) South Kentucky Rural Electric Cooperative Corporation shall have the right and authority at South Kentucky Rural Electric Cooperative Corporation's sole

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By [Signature] **Executive Director**

discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if South Kentucky Rural Electric Cooperative Corporation believes that: (a) continued interconnection and parallel operation of the generating facility with South Kentucky Rural Electric Cooperative Corporation's electric system may create or contribute to a system emergency on either South Kentucky Rural Electric Cooperative's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of South Kentucky Rural Electric Cooperative Corporation's electric system; or (c) the generating facility interferes with the operation of South Kentucky Rural Electric Cooperative Corporation's electric system. In non-emergency situations, South Kentucky Rural Electric Cooperative Corporation shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when South Kentucky Rural Electric Cooperative Corporation is unable to immediately isolate or cause the Member to isolate only the generating facility, South Kentucky Rural Electric Cooperative Corporation may isolate the Member's entire facility.

- 10) The Member shall agree that, without the prior written permission from South Kentucky Rural Electric Cooperative Corporation, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless the South Kentucky Rural Electric Cooperative Corporation and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by South Kentucky Rural Electric Cooperative Corporation except where such injury, death or damage was

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ISSUED BY Allen Anderson TITLE President & (

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By [Signature]  
Executive Director

caused or contributed to by the fault or negligence of South Kentucky Rural Electric Cooperative Corporation or its employees, agents, representatives, or contractors.

The liability of South Kentucky Rural Electric Cooperative Corporation to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide South Kentucky Rural Electric Cooperative Corporation with proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, South Kentucky Rural Electric Cooperative Corporation does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to South Kentucky Rural Electric Cooperative Corporation has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, South Kentucky Rural Electric Cooperative Corporation will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, South Kentucky Rural Electric Cooperative Corporation will notify the Member in writing and list what must be done to place the facility in compliance.
- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

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ISSUED BY Allen Anderson TITLE President & C

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Jeff D. Brown  
Executive Director



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

For: Entire Territory Served  
P.S.C. Ky. No. 7  
1<sup>st</sup> Revised Sheet  
Cancelling P.S.C. Ky. No. 7  
Original Sheet

EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving South Kentucky Rural Electric Cooperative Corporation at least sixty (60) days' written notice; (b) South Kentucky Rural Electric Cooperative Corporation may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of South Kentucky Rural Electric Cooperative Corporation, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) South Kentucky Rural Electric Cooperative Corporation may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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By [Signature]  
Executive Director

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

For: Entire Territory Served  
P.S.C. Ky. No. 7  
1<sup>st</sup> Revised Sheet  
Cancelling P.S.C. Ky. No. 7  
Original Sheet

APPENDIX I

LEVEL 1

Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL1741.

Submit this Application to:

South Kentucky RECC  
P.O. Box 910  
Somerset, KY 42502

If you have questions regarding this Application or its status, contact the Cooperative at:

Cooperative Phone # 606-678-4121

Member Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Member Address: \_\_\_\_\_

Member Phone No. : \_\_\_\_\_ Member E-Mail Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

\_\_\_\_\_  
\_\_\_\_\_

Energy Source:  Solar  Wind  Hydro  Biogas  Biomass

Inverter Manufacturer and Model #: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_ Inverter Voltage Rating: \_\_\_\_\_

Power Rating of Energy Source (i.e., solar panels, wind turbine): \_\_\_\_\_

Is Battery Storage Used:  No  Yes If Yes, Battery Power Rating: \_\_\_\_\_

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Allen Anderson  
Executive Director

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

For: Entire Territory Served  
P.S.C. Ky. No. 7  
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Original Sheet

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of Cooperative's meter, energy source, Cooperative accessible disconnect switch and inverter.

Attach single line drawing showing all electrical equipment from the Cooperative's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: \_\_\_\_\_

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ISSUED BY Allen Anderson TITLE President & CEO

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J. D. Brown  
Executive Director

TERMS AND CONDITIONS:

- 1) South Kentucky Rural Electric Cooperative Corporation shall provide the 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) The 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 South Kentucky Rural Electric Cooperative Corporation'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 South Kentucky Rural Electric Cooperative Corporation's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from South Kentucky Rural Electric Cooperative Corporation, 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 IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) South Kentucky Rural Electric Cooperative Corporation's rules, regulations, and Service Regulations as contained in South Kentucky Rural Electric Cooperative Corporation'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 South Kentucky Rural Electric Cooperative Corporation's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay South Kentucky Rural Electric Cooperative Corporation for actual costs incurred for all such excess facilities prior to construction.

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*[Signature]*  
**Executive Director**

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- 5) The 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 South Kentucky Rural Electric Cooperative Corporation's electric system. At all times when the generating facility is being operated in parallel with South Kentucky Rural Electric Cooperative Corporation's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by South Kentucky Rural Electric Cooperative Corporation to any of its other members or to any electric system interconnected with South Kentucky Rural Electric Cooperative Corporation's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, South Kentucky Rural Electric Cooperative Corporation's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on South Kentucky Rural Electric Cooperative Corporation's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that South Kentucky Rural Electric Cooperative Corporation shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of South Kentucky Rural Electric Cooperative Corporation.
- 7) After initial installation, South Kentucky Rural Electric Cooperative Corporation 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 the Member, South Kentucky Rural Electric Cooperative Corporation 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, an eligible Member shall furnish and install on the 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 South Kentucky Rural Electric Cooperative Corporation's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to South Kentucky Rural Electric Cooperative Corporation'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.

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[Signature]  
Executive Director

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 South Kentucky Rural Electric Cooperative Corporation personnel at all times South Kentucky Rural Electric Cooperative Corporation 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 South Kentucky Rural Electric Cooperative Corporation's safety and operating protocols.

- 9) South Kentucky Rural Electric Cooperative Corporation shall have the right and authority at South Kentucky Rural Electric Cooperative Corporation's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if South Kentucky Rural Electric Cooperative Corporation believes that: (a) continued interconnection and parallel operation of the generating facility with South Kentucky Rural Electric Cooperative Corporation's electric system may create or contribute to a system emergency on either South Kentucky Rural Electric Cooperative Corporation's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of South Kentucky Rural Electric Cooperative Corporation's electric system; or (c) the generating facility interferes with the operation of South Kentucky Rural Electric Cooperative Corporation's electric system. In non-emergency situations, South Kentucky Rural Electric Cooperative Corporation shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when the South Kentucky Rural Electric Cooperative Corporation is unable to immediately isolate or cause the Member to isolate only the generating facility, South Kentucky Rural Electric Cooperative Corporation may isolate the Member's entire facility.
  
- 10) The Member shall agree that, without the prior written permission from South Kentucky Rural Electric Cooperative Corporation, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval

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Executive Director

11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless South Kentucky Rural Electric Cooperative Corporation and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by South Kentucky Rural Electric Cooperative Corporation except where such injury, death or damage was caused or contributed to by the fault or negligence of South Kentucky Rural Electric Cooperative Corporation or its employees, agents, representatives, or contractors.

The liability of South Kentucky Rural Electric Cooperative Corporation to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide South Kentucky Rural Electric Cooperative Corporation with proof of such insurance at the time that application is made for net metering.

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

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

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[Signature]  
Executive Director

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

For: Entire Territory Served  
P.S.C. Ky. No. 7  
1<sup>st</sup> Revised Sheet  
Cancelling P.S.C. Ky. No. 7  
Original Sheet

APPENDIX I

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15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

**EFFECTIVE TERM AND TERMINATION RIGHTS**

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving South Kentucky Rural Electric Cooperative Corporation at least sixty (60) days' written notice; (b) South Kentucky Rural Electric Cooperative Corporation may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of South Kentucky Rural Electric Cooperative Corporation, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) South Kentucky Rural Electric Cooperative Corporation may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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[Signature]  
Executive Director



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

For: Entire Territory Served  
P.S.C. Ky. No. 7  
1<sup>st</sup> Revised Sheet  
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I hereby certify that, to the best of my knowledge, all of the information provided in this Application is true, and I agree to abide by all the Terms and Conditions included in this Application for Interconnection and Net Metering and South Kentucky Rural Electric Cooperative Corporation's Net Metering Tariff.

Member Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

COOPERATIVE APPROVAL SECTION

When signed below by a Cooperative representative, Application for Interconnection and Net Metering is approved subject to the provisions contained in this Application and as indicated below.

Cooperative inspection and witness test:  Required  Waived

If inspection and witness test is required, the Member shall notify the Cooperative within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with the Cooperative to occur within 10 business days of completion of the generating facility installation or as otherwise agreed to by the Cooperative and the Member. Unless indicated below, the Member may not operate the generating facility until such inspection and witness test is successfully completed. Additionally, the Member may not operate the generating facility until all other terms and conditions in the Application have been met.

Call \_\_\_\_\_ to schedule an inspection and witness test.

Pre-Inspection operational testing not to exceed two hours:  Allowed  Not Allowed

If inspection and witness test is waived, operation of the generating facility may begin when installation is complete, and all other terms and conditions in the Application have been met.

Additions, Changes, or Clarifications to Application Information:

None  As specified here: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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By [Signature]  
Executive Director

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

For: Entire Territory Served  
P.S.C. Ky. No. 7  
1<sup>st</sup> Revised Sheet  
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LEVEL 2

Application For Interconnection And Net Metering

Use this Application form when generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level 1.

Submit this Application (optional: along with an application fee of \$100) to:

South Kentucky RECC  
P.O. Box 910  
Somerset, KY 42502

If you have questions regarding this Application or its status, contact the Cooperative at:

Cooperative Phone # 606-678-4121

Member Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Member Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Generating Capacity of Generating Facility: \_\_\_\_\_

Type of Generator:  Inverter-Based  Synchronous  Induction

Power Source:  Solar  Wind  Hydro  Biogas  Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

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[Signature]  
Executive Director

1. Single-line diagram of the member's system showing all electrical equipment from the generator to the point of interconnection with the Cooperative's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. A description of how the generator system will be operated including all modes of operation.
7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL1741.
8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X''d).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

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

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[Signature]  
Executive Director

LEVEL 2  
INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Cooperative), and \_\_\_\_\_ (Member). Cooperative and Member are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

**WITNESSETH:**

WHEREAS, Member is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Cooperative's electric system, which Generating Facility is more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: \_\_\_\_\_

Generator Size and Type: \_\_\_\_\_

NOW, THEREFORE, in consideration thereof, Member and Cooperative agree as follows:

Cooperative agrees to allow the Member to interconnect and operate the Generating Facility in parallel with the Cooperative's electric system and the Member agrees to abide by Cooperative's Net Metering Tariff and all the Terms and Conditions listed in this Agreement including any additional conditions listed in Exhibit A.

**TERMS AND CONDITIONS:**

- 1) South Kentucky Rural Electric Cooperative Corporation shall provide the 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.

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ISSUED BY Allen Anderson TITLE President & t

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[Signature]  
Executive Director



- 2) The Member shall install, operate, and maintain, at the Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by South Kentucky Rural Electric Cooperative Corporation'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 South Kentucky Rural Electric Cooperative Corporation's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from South Kentucky Rural Electric Cooperative Corporation, 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 IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) South Kentucky Rural Electric Cooperative Corporation's rules, regulations, and Service Regulations as contained in South Kentucky Rural Electric Cooperative Corporation'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, the 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 South Kentucky Rural Electric Cooperative Corporation's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay South Kentucky Rural Electric Cooperative Corporation for actual costs incurred for all such excess facilities prior to construction.
- 5) The 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 South Kentucky Rural Electric Cooperative Corporation's electric system. At all times when the generating facility is being operated in parallel with South Kentucky Rural Electric Cooperative Corporation's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by South Kentucky Rural Electric Cooperative Corporation to any of its other members or to any electric system interconnected with South Kentucky Rural Electric Cooperative Corporation's electric system. The Member shall agree that the interconnection

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OF KENTUCKY  
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*[Signature]*  
Executive Director

DATE OF ISSUE April 6, 2009 DATE EFFECTIVE: April 8, 2009

ISSUED BY *Allen Anderson* TITLE President & C

Issued by authority of an Order of the Public Service Commission of Kentucky  
Case No. 2008-00169 Dated January 8, 2009

APPENDIX I

and operation of the generating facility is secondary to, and shall not interfere with, South Kentucky Rural Electric Cooperative Corporation's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

- 6) The Member shall be responsible for protecting, at the Member's sole cost and expense, the generating facility from any condition or disturbance on South Kentucky Rural Electric Cooperative Corporation's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that South Kentucky Rural Electric Cooperative Corporation shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of South Kentucky Rural Electric Cooperative Corporation.
- 7) After initial installation, South Kentucky Rural Electric Cooperative Corporation 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 the Member, South Kentucky Rural Electric Cooperative Corporation 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, an eligible Member shall furnish and install on the 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 South Kentucky Rural Electric Cooperative Corporation's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to South Kentucky Rural Electric Cooperative Corporation'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 South Kentucky Rural Electric Cooperative Corporation personnel at all times. South Kentucky Rural Electric Cooperative Corporation may waive the requirement for an EDS for a generating facility at its sole

DATE OF ISSUE April 6, 2009 DATE EFFECTIVE: April 8, 2009

ISSUED BY Allen Anderson TITLE President &

Issued by authority of an Order of the Public Service Commission of Kentucky  
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
4/8/2009

PURSUANT TO 807 KAR 5:011  
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[Signature]  
Executive Director

discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under South Kentucky Rural Electric Cooperative Corporation's safety and operating protocols.

- 9) South Kentucky Rural Electric Cooperative Corporation shall have the right and authority at South Kentucky Rural Electric Cooperative Corporation's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if South Kentucky Rural Electric Cooperative Corporation believes that: (a) continued interconnection and parallel operation of the generating facility with South Kentucky Rural Electric Cooperative Corporation's electric system may create or contribute to a system emergency on either South Kentucky Rural Electric Cooperative Corporation's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of South Kentucky Rural Electric Cooperative Corporation's electric system; or (c) the generating facility interferes with the operation of South Kentucky Rural Electric Cooperative Corporation's electric system. In non-emergency situations, South Kentucky Rural Electric Cooperative Corporation shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when South Kentucky Rural Electric Cooperative Corporation is unable to immediately isolate or cause the Member to isolate only the generating facility, South Kentucky Rural Electric Cooperative Corporation may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from South Kentucky Rural Electric Cooperative Corporation, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless South Kentucky Rural Electric Cooperative Corporation and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by South

DATE OF ISSUE April 6, 2009 DATE EFFECTIVE: April 8, 2009

ISSUED BY Allen Anderson TITLE President

Issued by authority of an Order of the Public Service Commission of K  
Case No. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**  
EFFECTIVE  
4/8/2009  
PURSUANT TO 807 KAR 5:011  
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[Signature]  
Executive Director

APPENDIX I

Kentucky Rural Electric Cooperative Corporation except where such injury, death or damage was caused or contributed to by the fault or negligence of the South Kentucky Rural Electric Cooperative Corporation or its employees, agents, representatives, or contractors.

The liability of South Kentucky Rural Electric Cooperative Corporation to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide South Kentucky Rural Electric Cooperative Corporation proof of such insurance at the time that application is made for net metering.
- 13) By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, South Kentucky Rural Electric Cooperative Corporation does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to the South Kentucky Rural Electric Cooperative Corporation has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, South Kentucky Rural Electric Cooperative Corporation will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, South Kentucky Rural Electric Cooperative Corporation will notify the Member in writing and list what must be done to place the facility in compliance.
- 15) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

DATE OF ISSUE April 6, 2009 DATE EFFECTIVE: April 8, 2009

ISSUED BY Allen Anderson TITLE President

Issued by authority of an Order of the Public Service Commission of K  
Case No. 2008-00169 Dated January 8, 2009

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

4/8/2009

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

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[Signature]  
Executive Director



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

For: Entire Territory Served  
P.S.C. Ky. No. 7  
1<sup>st</sup> Revised Sheet  
Cancelling P.S.C. Ky. No. 7  
Original Sheet

**EFFECTIVE TERM AND TERMINATION RIGHTS**

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving South Kentucky Rural Electric Cooperative Corporation at least sixty (60) days' written notice; (b) South Kentucky Rural Electric Cooperative Corporation may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of South Kentucky Rural Electric Cooperative Corporation, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) South Kentucky Rural Electric Cooperative Corporation may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

**SOUTH KENTUCKY RURAL  
ELECTRIC COOPERATIVE  
CORPORATION**

**MEMBER**

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_ Title: \_\_\_\_\_

DATE OF ISSUE April 6, 2009 DATE EFFECTIVE: April 8, 2009

ISSUED BY Allen Anderson TITLE President

Issued by authority of an Order of the Public Service Commission of K  
Case No. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

4/8/2009

**PURSUANT TO 807 KAR 5:011**

**SECTION 9 (1)**

**icer**

By [Signature]  
**Executive Director**

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

For: Entire Territory Served  
P.S.C. Ky. No. 7  
1<sup>st</sup> Revised Sheet  
Cancelling P.S.C. Ky. No. 7  
Original Sheet

APPENDIX I

Page 29 of 33

**Exhibit A**  
**(To be developed by each member system)**

Exhibit A will contain additional detailed information about the Generating Facility such as a single line diagram, relay settings, and a description of operation.

When construction of Utility facilities is required, Exhibit A will also contain a description and associated cost.

Exhibit A will also specify requirements for a Utility inspection and witness test and when limited operation for testing or full operation may begin.

DATE OF ISSUE April 6, 2009 DATE EFFECTIVE: April 8, 2009

ISSUED BY Allen Anderson TITLE President & CEO

Issued by authority of an Order of the Public Service Commission of Kentucky  
Case No. 2008-00169 Dated January 8, 2009

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**4/8/2009**

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

**By [Signature]  
Executive Director**

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
19th REVISED SHEET NO. T-1  
CANCELLING P.S.C. KY. NO.7  
18th REVISED SHEET NO. T-1

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CLASSIFICATION OF SERVICE

**RESIDENTIAL, FARM AND  
NON-FARM SERVICE**

**SCHEDULE A**

APPLICABLE: In all territory served by the seller.

AVAILABILITY: Available to consumers of the Cooperative for all uses in the home and on the farm and for other consumers using single-phase service including schools, churches, and community buildings all subject to the established rules and regulations of the seller. The capacity of individual motors served under this schedule may not exceed 10 horsepower.

TYPE OF SERVICE: Single-phase 60 cycle at available secondary voltage.

RATES PER MONTH:

Consumer Charge - No KWH Usage.....\$17.50 (I)

Energy Charge:  
All KWH per Month @.....\$0.08635 (I)

FUEL ADJUSTMENT CLAUSE: As shown in APPENDIX B following these tariffs.

MINIMUM CHARGE: The minimum monthly charge shall be the "Consumer Charge - No KWH Usage" as stated in Rates per month above.

(Continued - Next Page)

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DATE OF ISSUE: JULY 13, 2022

DATE EFFECTIVE: JUNE 30, 2022

ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
  
**EFFECTIVE  
6/30/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
19th REVISED SHEET NO. T-2  
CANCELLING P.S.C. KY. NO.7  
18th REVISED SHEET NO. T-2

CLASSIFICATION OF SERVICE

**RESIDENTIAL, FARM AND  
NON-FARM SERVICE**

**SCHEDULE A**

MARKETING RATE: A special discount marketing rate is available for specific marketing program as approved by South Kentucky's Board of Directors. The marketing rate requires separate metering and an executed contract between the Member and the Cooperative. A sample contract is shown following these tariffs as APPENDIX D. This discounted marketing rate is for energy purchased from the wholesale power supplier under their marketing rate and is for the below listed off-peak hours:

<u>-MONTHS-</u>	<u>OFF-PEAK HOURS - EST</u>
October through April	12:00 Noon to 5:00 p.m. 10:00 p.m. to 7:00 a.m.
May through September	10:00 p.m. to 10:00 a.m.

MARKETING RATE PER MONTH:

ETS USAGE All KWH per Month @..... \$0.06178

(I)

TERMS OF PAYMENT: The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

DATE OF ISSUE: JULY 13, 2022  
DATE EFFECTIVE: JUNE 30, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE  
**6/30/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
19th REVISED SHEET NO. T-3  
CANCELLING P.S.C. KY. NO.7  
18th REVISED SHEET NO. T-3

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CLASSIFICATION OF SERVICE

**SMALL COMMERCIAL RATE** **SCHEDULE B**

APPLICABLE: In all territory served by the seller.

AVAILABILITY: Available for commercial, small power and three-phase farm and/or residential service where available. (Also temporary services to construction jobs, fairs, carnivals, etc.). Includes lightning, heating and power subject to the established rules and regulations of the seller. Service under this schedule shall be limited to 50 KVA installed transformer capacity.

TYPE OF SERVICE: Single-phase and three-phase, 60 cycle at available secondary voltage. Motors having a rated capacity in excess of 10 horsepower must be three-phase. Where residential and commercial usage are metered as a single meter, all usage shall be billed under this schedule.

RATES PER MONTH:

- Consumer Charge - No KWH Usage.....\$40.00 (I)
- Energy Charge:
- All KWH per Month @.....\$0.08742 (R)

FUEL ADJUSTMENT CLAUSE: As shown in APPENDIX B following these tariffs.

MINIMUM CHARGE:

- (a) Single Phase Service shall be the "Consumer Charge - No KWH Usage" as stated in the rates per month.
- (b) Three Phase Service shall be determined by applying \$0.80 per KVA of transformer capacity installed. The Seller may, if it so desires, install transformer(s) of capacity larger than required but in such case the consumers minimum bill shall be based on the standard transformer size which would have been adequate for consumer's load.

(Continued - Next Page)

DATE OF ISSUE: JULY 13, 2022

DATE EFFECTIVE: JUNE 30, 2022

ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
6/30/2022**

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
19th REVISED SHEET NO. T-4  
CANCELLING P.S.C. KY NO.7  
18th REVISED SHEET NO. T-4

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CLASSIFICATION OF SERVICE

**SMALL COMMERCIAL RATE** **SCHEDULE B**

MARKETING RATE: A special discount marketing rate is available for specific marketing programs as approved by South Kentucky's Board of Directors. The marketing rate requires separate metering and an executed contract between the Member and the Cooperative. A sample contract is shown following these tariffs as APPENDIX D. This discounted marketing rate is for energy purchased from the wholesale power supplier under their marketing rate and is for the below listed off-peak hours:

<u>-MONTHS-</u>	<u>OFF PEAK HOURS - EST</u>
October through April	12:00 Noon to 5:00 p.m. 10:00 p.m. to 7:00 a.m.
May through September	10:00 p.m. to 10:00 a.m.

MARKETING RATE PER MONTH:

ETS USAGE, all KWH per Month @..... \$0.06838

TERMS OF PAYMENT: The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

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DATE OF ISSUE: JULY 13, 2022  
DATE EFFECTIVE: JUNE 30, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
6/30/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
18th REVISED SHEET T-5  
CANCELLING P.S.C. KY. NO. 7  
17th REVISED SHEET NO. T-5

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**CLASSIFICATION OF SERVICE**

**LARGE POWER RATE** **SCHEDULE LP**

APPLICABLE: In all territory served by the Seller.

AVAILABILITY: Available to all commercial and industrial consumers who require excess of 50 KVA transformer capacity for lighting and/or heating and/or power. Consumers served under this schedule may request service under the OPS SCHEDULE if they so desire provided the request is made in advance and not more than once every 12 months and provided KVA requirement is not in excess of 300 KVA.

TYPE OF SERVICE: The electric service furnished under this schedule will be of 60 cycle, alternating current and at available standard voltage, single or three phase at Seller's option.

RATES PER MONTH:

Consumer Charge - No KWH Usage ..... \$70.00 (I)  
Demand Charge:  
    Billing Demand per KW per Month ..... \$7.78 (I)  
Energy Charge:  
    All KWH per Month @.....\$0.05804

FUEL ADJUSTMENT CLAUSE: As shown in APPENDIX B following these tariffs.

DETERMINATION OF BILLING DEMAND: The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.

POWER FACTOR ADJUSTMENT: The consumer agrees to maintain unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90%, and divided this product by the actual power factor at the time of the monthly maximum demand.

(Continued - Next Page)

DATE OF ISSUE: JULY 13, 2022

DATE EFFECTIVE: JUNE 30, 2022

ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
6/30/2022**

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

Form for Filing Rate Schedules

FOR: ENTIRE TERRITORY SERVICED  
P.S.C. KY NO. 7  
2nd REVISED SHEET NO. T-6  
CANCELLING P.S.C. KY NO. 7  
1st REVISED SHEET NO. T-6

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 43501

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CLASSIFICATION OF SERVICE

LARGE POWER RATE SCHEDULE LP

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**MINIMUM CHARGE:** The minimum monthly charge shall be the HIGHEST one of the following:

- (a) The Consumer Charge - No KWH Usage as stated in Rates Per Month, or,
- (b) The minimum monthly charge as specified in the contract for service, or,
- (c) A charge of \$0.80 per KVA of required transformer capacity. The Seller may, if it so desires, install transformers of capacity larger than required, but in such case, the Consumer's minimum bill shall be based on the standard transformer size which would have been adequate for Consumer's load.

**CONDITIONS OF SERVICE:**

1. An agreement for purchase of power shall be executed by the Consumer for service under this schedule as deemed necessary by the Seller.
2. Delivery Point - If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole line and other electric equipment on the load side of the delivery point shall be owned and maintained by the Consumer.

If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service.

All wiring, pole lines and other electrical equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.

3. Lighting - Both power and lighting shall be billed at the foregoing rate.
4. Primary Service - The Seller shall meter at secondary distribution voltage unless it would be agreeable to both parties to primary meter.

**TERMS OF PAYMENT:** The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 01 1996

PURSUANT TO 807 KAR 5011,

DATE OF ISSUE: MARCH 14, 1996

DATE EFFECTIVE: MARCH 14, 1996

BY: Jordan C. Neel

FOR THE PUBLIC SERVICE COMMISSION

ISSUED BY: Keith Sloan GENERAL MANAGER & C.E.O.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 94-400 dated February 28, 1996.



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
4th REVISED SHEET NO. T-8  
CANCELLING P.S.C. KY NO. 7  
3rd REVISED SHEET NO. T-8

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CLASSIFICATION OF SERVICE

**LARGE POWER RATE 1**  
**(500 KW to 4,999 KW)**

**SCHEDULE LP-1**

MINIMUM CHARGE

The computed minimum monthly charge shall not be less than the sum of (a), (b) and (c) below:

- (a) The product of the billing demand multiplied by the demand charge, plus,
- (b) The product of the billing demand multiplied by 400 hours and the energy charge per KWH, plus
- (c) The sum of the consumer charge.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and divided this product by the actual power factor at the time of the monthly maximum demand. Metering Equipment capable of measuring power factor shall be installed for customers with maximum demand of 1,000 KW or greater.

(T)  
(T)

FUEL ADJUSTMENT CLAUSE

As shown in "APPENDIX B" following these tariffs.

CONTRACT FOR SERVICE

The consumer must give satisfactory assurance by means of a written agreement as to the character, amount and duration of the three phase requirements and complete a special contract.

TERMS OF PAYMENT

The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

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DATE OF ISSUE: JULY 13, 2022  
DATE EFFECTIVE: JUNE 30, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE</b> <b>6/30/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
18th REVISED SHEET NO. T-9  
CANCELLING P.S.C. KY NO. 7  
17th REVISED SHEET NO. T-9

CLASSIFICATION OF SERVICE

**LARGE POWER RATE 2  
(5,000 TO 9,999 KW)**

**SCHEDULE LP – 2**

APPLICABLE: Entire Service Area - Applicable to contracts with contract demands of 5,000 to 9,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

TYPE OF SERVICE: Three phase 60 hertz at voltages as agreed to in the special Contract for Service.

RATES PER MONTH:

Consumer Charge:

The consumer charge is equal to the metering charge plus the substation charge:

- 1. Metering Charge \$ 160.00 (I)
- 2. Substation Charge Based on Contract kW
  - a. - 3,000 - 7,499 kW \$ 2,811.45
  - b. - 7,500 -14,799 kW \$ 3,382.50

If retail consumer has provided for the investment in the substation facilities from which it is served, the substation charge does not apply and the only applicable rate is the metering charge.

Demand Charge: \$6.59 per KW of billing demand (I)

Energy Charge: \$0.05196 per KWH for the first 400 KWH, per KW of billing demand, limited to the first 5000 KW.

\$0.04484 per KWH for all remaining KWH

DETERMINATION OF BILLING DEMAND: The billing demand shall be the greater of (a) or (b) listed below:

- (a) The contract demand
- (b) The ultimate consumer's highest demand during the current month or the preceding eleven months coincident with wholesale power suppliers system peak demand. The consumer's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month (and adjusted for power factor as provided herein):

<u>-Months-</u>	<u>Hours Applicable For Demand Billing - EST</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M to 10:00 P.M.

DATE OF ISSUE: JULY 13, 2022

DATE EFFECTIVE: JUNE 30, 2022

ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



EFFECTIVE  
**6/30/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
4th REVISED SHEET NO. T-10  
CANCELLING P.S.C. KY NO. 7  
3rd REVISED SHEET NO. T-10

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CLASSIFICATION OF SERVICE

**SCHEDULE LP-2**

**LARGE POWER RATE-2)**  
**(5,000 to 9,999 KW)**

MINIMUM CHARGE

The computed minimum monthly charge shall not be less than the sum of (a), (b) and (c) below:

- (a) The product of the billing demand multiplied by the demand charge, plus,
- (b) The product of the billing demand multiplied by 400 hours and the energy charge per KWH, plus
- (c) The sum of the consumer charge.

POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and divided this product by the actual power factor at the time of the monthly maximum demand. Metering Equipment capable of measuring power factor shall be installed for customers with maximum demands of 1,000 KW or greater.

(T)  
(T)

FUEL ADJUSTMENT CLAUSE

As shown in "APPENDIX B" following these tariffs.

CONTRACT FOR SERVICE

The consumer must give satisfactory assurance by means of a written agreement as to the character, amount and duration of the three phase requirements and complete a special contract.

TERMS OF PAYMENT

The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

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DATE OF ISSUE: JULY 13, 2022

DATE EFFECTIVE: JUNE 30, 2022

ISSUED BY: /s/ Kenneth E. Simmons  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022

<b>KENTUCKY</b>
<b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE</b> <b>6/30/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
20th REVISED SHEET NO. T-11  
CANCELLING P.S.C. KY. NO. 7  
19th REVISED SHEET NO. T-11

CLASSIFICATION OF SERVICE

**LARGE POWER RATE 3  
(500 KW TO 2,999 KW)**

**SCHEDULE LP - 3**

APPLICABLE: Entire Service Area - Applicable to contracts with contract demands of 500 to 2,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

TYPE OF SERVICE: Three phase 60 hertz at voltages as agreed to in the special Contract for Service.

RATES PER MONTH:

Consumer Charge:

The consumer charge is equal to the metering charge plus the substation charge:

- 1. Metering Charge \$ 151.21
- 2. Substation Charge Based on Contract kW
  - a. 500 - 999 kW \$ 381.08
  - b. 1,000 - 2,999 kW \$ 1,142.01

If retail consumer has provided for the investment in the substation facilities from which it is served, the substation charge does not apply and the only applicable rate is the metering charge.

Demand Charge per KW

Contract demand.....	\$7.55	(I)
Excess demand.....	\$9.37	(R)

Energy charge per kWh @..... \$0.04919

DETERMINATION OF BILLING DEMAND: The billing demand (kilowatt demand) shall be the greater of (a) or (b) listed below:

- (a) The contract demand
- (b) The ultimate consumer's highest demand during the current month coincident with wholesale power suppliers system peak demand. The consumer's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month (and adjusted for power factor as provided herein).

<u>-Months-</u>	<u>Hours Applicable For Demand Billing - E.S.T.</u>
October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE: JULY 13, 2022  
DATE EFFECTIVE: JUNE 30, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

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

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**  
**6/30/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
4th REVISED SHEET NO. T-12  
CANCELLING P.S.C. KY. NO. 7  
3rd REVISED SHEET NO. T-12

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CLASSIFICATION OF SERVICE

**LARGE POWER RATE 3  
(500 KW TO 2,999 KW)**

**SCHEDULE LP - 3**

POWER FACTOR ADJUSTMENT:

The consumer agrees to maintain unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and divided this product by the actual power factor at the time of the monthly maximum demand. Metering Equipment capable of measuring power factor shall be installed for customers with maximum demands of 1,000 KW or greater. (T)

FUEL ADJUSTMENT CLAUSE: As shown in "APPENDIX B" following these tariffs. (T)

CONTRACT FOR SERVICE: The consumer must give satisfactory assurance by means of a written agreement as to the character, amount and duration of the three phase requirements and complete a special contract.

TERMS OF PAYMENT: The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

---

DATE OF ISSUE: JULY 13, 2022

DATE EFFECTIVE: JUNE 30, 2022

ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

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

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**6/30/2022**

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
3rd REVISED SHEET NO. T-12.1  
CANCELLING P.S.C. KY. NO. 7  
2nd REVISED NO. T-12.1

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**CLASSIFICATION OF SERVICE**

**INTERRUPTIBLE SERVICE RIDER** **SCHEDULE ISR**

STANDARD RIDER

This Interruptible Rate is a rider to Rate Schedules LP, LP-1, LP-2, and LP-3.

APPLICABLE

In all territory served by the Cooperative.

AVAILABILITY OF SERVICE

This schedule shall be made available to any member where that member will contract for an interruptible demand of not less than 250 kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below. Note that hours of interruption per year or annual hours of interruption refer to the 12-month period ended May 31. (T)

MONTHLY RATE

A monthly demand credit per kW is to be based on the following matrix:

<u>NOTICE MINUTES</u>	<u>ANNUAL HOURS OF INTERRUPTION</u>			
	<u>200</u>	<u>300</u>	<u>400</u>	
30	\$4.20	\$4.90	\$5.60	(T)

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DATE OF ISSUE: SEPTEMBER 2, 2015

DATE EFFECTIVE: OCTOBER 2, 2015

ISSUED BY: /s/ Allen Anderson,  
President & Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE  
**10/2/2015**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
1st REVISED SHEET NO. T-12.2  
CANCELLING P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. T-12.2

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**CLASSIFICATION OF SERVICE**

**INTERRUPTIBLE SERVICE RIDER** **SCHEDULE ISR**

DETERMINATION OF MEASURED LOAD - BILLING DEMAND

The billing demand (kilowatt demand) is based on EKPC's system peak demand (coincident peak) which is the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

<u>MONTHS</u>	<u>HOURS APPLICABLE FOR DEMAND</u> <u>BILLING - E.P.T.</u>
November through April	6:00 a.m. to 9:00 p.m.
May through October	10:00 a.m. to 10:00 p.m.

(T)

The interruptible billing demand shall be equal to the amount by which the monthly billing demand exceeds the minimum billing demand as specified in the contract.

CONDITIONS OF SERVICE FOR MEMBER CONTRACT

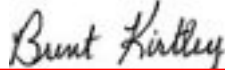
1. The member will upon notification by the Cooperative, reduce his load being supplied by the Cooperative to the contract capacity level specified by the contract.
2. The Cooperative will endeavor to provide the member with as much advance notice as possible of the interruption of service. However, the member shall interrupt service within the notice period as contracted.
3. Service will be furnished under the Cooperative's "Rules and Regulations" except as set out herein and/or provisions agreed to by written contract.

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DATE OF ISSUE: SEPTEMBER 2, 2015

DATE EFFECTIVE: OCTOBER 2, 2015

ISSUED BY: /s/ Allen Anderson,  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH 
EFFECTIVE <b>10/2/2015</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
1st REVISED SHEET NO. T-12.3  
CANCELLING P.S.C. KY. NO. 7  
ORIGINAL SHEET NO. T-12.3

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CLASSIFICATION OF SERVICE

**INTERRUPTIBLE SERVICE RIDER** **SCHEDULE ISR**

Conditions of Service (con't)

4. No responsibility of any kind shall attach to the Cooperative for, or on account of, any loss or damage caused by, or resulting from, any interruption or curtailment of this service.
5. The Customer shall arrange his wiring so that interruptible service supplied under this rider shall be separately metered and segregated from firm service.
6. The Member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the Member's premises, required for interruptible service.
7. A Customer's plant is considered as one or more buildings which are served by a single electrical distribution system, provided and operated by the Customer. When the size of the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the Customer's system.
8. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months previous written notice. The Cooperative may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions.
9. Any transformers required in excess of those used for regular firm power shall be owned and maintained by the Customer.
10. The Fuel Adjustment Clause, as specified in the prevailing rate schedule is applicable.

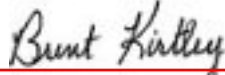
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DATE OF ISSUE: SEPTEMBER 2, 2015

DATE EFFECTIVE: OCTOBER 2, 2015

ISSUED BY: /s/ Allen Anderson,  
President & Chief Executive Officer

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

EFFECTIVE <b>10/2/2015</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
2nd REVISED SHEET NO. T-12.4  
CANCELLING P.S.C. KY. NO. 7  
1st REVISED SHEET NO. T-12.4

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CLASSIFICATION OF SERVICE

**INTERRUPTIBLE SERVICE RIDER** **SCHEDULE ISR**

CALCULATION OF MONTHLY BILL

The monthly bill is calculated on the following basis:

- A. Sum of customer charge, plus
- B. Minimum billing demand in kW multiplied by the firm capacity rate, plus
- C. Interruptible billing demand in kW multiplied by interruptible rate, plus
- D. Energy usage in kWh multiplied by the energy rate.

NUMBER AND DURATION OF INTERRUPTIONS

- A. There shall be no more than two (2) interruptions during any 24 hour calendar day. No interruption shall last more than twelve hours.
- B. Interruptions may occur between 6:00 a.m. and 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. and 10:00 p.m. EPT during the months of May through October.
- C. The maximum number of annual hours of interruption shall be in accordance with the member contracted level of interruptible service.

(T)  
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CHARGE FOR FAILURE TO INTERRUPT

If member fails to interrupt load as requested by the Cooperative, the Cooperative shall bill the entire billing demand at a rate equal to five (5) times the applicable firm power demand charge for that billing month. Uninterrupted load is equal to actual load during requested interruption minus firm load.

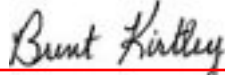
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DATE OF ISSUE: SEPTEMBER 2, 2015

DATE EFFECTIVE: OCTOBER 2, 2015

ISSUED BY: /s/ Allen Anderson,  
President & Chief Executive Officer

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

EFFECTIVE <b>10/2/2015</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C..C.  
SOMERSET, KENTUCKY 42501

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**CLASSIFICATION OF SERVICE**

**ECONOMIC DEVELOPMENT RIDER** **SCHEDULE EDR**

**Applicability**

The EDR is available in all the service territory served by the cooperative.

**Availability**

Available as a rider to qualifying Cooperative's non-residential customers to be served or being served under East Kentucky Power Cooperative, Inc.'s ("EKPC") Sections B, C, E, and G to encourage Economic Development as defined herein. Service under the EDR is conditional on approval of a special contract between EKPC, South Kentucky, and the qualifying non-residential customer for such economic development rate service filed with and approved by the Kentucky Public Service Commission ("Commission").

**Economic Development**

Service under EDR is available to:

- 1) New customers contracting for a minimum average monthly billing load of 500 kW over a 12 month period. If the new customer is locating in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County", then the minimum average monthly billing load will be 250 kW over a 12 month period.
- 2) Existing customers contracting for a minimum average monthly billing load increase of 500 kW over a 12 month period above their Economic Development Base Load ("ED Base Load"). If the existing customer is located in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County", then the minimum average monthly billing load increase will be 250 kW over a 12 month period. The ED Base load will be determined as follows:
  - a. The existing customer's ED Base Load will be determined by averaging the customer's previous three years' monthly billing loads. EKPC, South Kentucky, and the existing customer must agree upon the ED Base Load, and any adjustments to the ED Base Load must be mutually agreed to by the parties.
  - b. The ED Base Load shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under the EDR. Once the ED Base Load's value is established, it will not be subject to variation or eligible for service under the EDR.

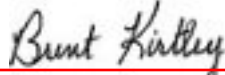
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DATE OF ISSUE: September 17, 2014

DATE EFFECTIVE: November 1, 2014

ISSUED BY: /s/ Allen Anderson  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH 
EFFECTIVE <b>11/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

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**CLASSIFICATION OF SERVICE**

**ECONOMIC DEVELOPMENT RIDER** **SCHEDULE EDR**

**Schedule EDR (con't.)**

- c. These provisions are not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer's ED Base Load. Such EDR service would continue under the terms of the applicable special contract already existing between EKPC, South Kentucky, and the customer concerning the affected portion of the customer's ED Base Load.
- 3) A new or existing customer eligible for a minimum average monthly billing load between 250 kW and 500 kW may require a customer-specific meter installation. The cost of the customer-specific meter installation shall be recovered from the customer.
- 4) The new customer or existing customer must agree to maintain a minimum load factor of 60 percent during the majority of the months in the discount period, subject to the following parameters:
- a. During the first 12 months of the discount period the 60 percent minimum load factor requirement will be waived.
  - b. During the remaining months of the discount period, the load factor will be determined each month. The new or existing customer may fail to achieve the 60 percent minimum load factor for no more than 1/6<sup>th</sup> of the remaining months of the discount period.
  - c. Failure to maintain the 60 percent minimum load factor in any month beyond the period described in part 4(b) above will result in the suspension of the discount to the Total Demand Charge for that month. The discount to the Total Demand Charge will resume in the month the 60 percent minimum load factor is achieved; however the discount will resume at the discount rate applicable to the month of the discount period.
- 5) A customer desiring service under the EDR must submit an application for service that includes:
- a. A description of the new load to be served;
  - b. The number of new employees, if any, the customer anticipates employing associated with the new load; and
  - c. The capital investment the customer anticipates making associated with the EDR load.
- 6) Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.

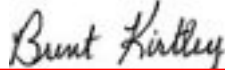
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DATE OF ISSUE: September 17, 2014

DATE EFFECTIVE: November 1, 2014

ISSUED BY: /s/ Allen Anderson  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH 
EFFECTIVE <b>11/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

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**CLASSIFICATION OF SERVICE**

**ECONOMIC DEVELOPMENT RIDER** **SCHEDULE EDR**

**Schedule EDR (con't.)**

**Rate**

The rate available under the EDR shall be in the form of a discount to the Total Demand Charge on the EKPC rate section applicable to the customer. The Total Demand Charge is the sum of all demand charges, including any credits provided under any other demand-related rider, before the EDR discounts as described below are applied. A customer taking service under the EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following discount options:

Discount Period	3 years	4 years	5 years
Required Minimum Contract Term	6 years	8 years	10 years
Discount to Total Demand Charge:			
First 12 consecutive monthly billings	30%	40%	50%
Next 12 consecutive monthly billings	20%	30%	40%
Next 12 consecutive monthly billings	10%	20%	30%
Next 12 consecutive monthly billings	0%	10%	20%
Next 12 consecutive monthly billings	0%	0%	10%

The discount will not be smaller than the amount calculated from the EKPC rate sections.

**Terms and Conditions**

- 1) EKPC and South Kentucky will only offer an EDR during either periods of excess capacity or the additional capacity needs have been secured, or are capable of being economically secured, through a market purchase agreement. If additional capacity has been secured through a market purchase, the customer will be responsible for the costs of the market purchase agreement. Upon submission of each EDR special contract, EKPC will demonstrate that the load expected to be served during each year of the contract period will not cause them to fall below a reserve margin that is considered essential for system reliability.
- 2) Service shall be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of at least two times the discount period and for such time thereafter under the terms stated in the applicable standard rate schedule. The discount period shall not be less than 3 years and not exceed 5 years. A greater term of contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service shall be continued under the conditions provided for under the applicable standard rate schedule to which this rider is attached after the original term of the contract.

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DATE OF ISSUE: September 17, 2014

DATE EFFECTIVE: November 1, 2014

ISSUED BY: /s/ Allen Anderson  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>11/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

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**CLASSIFICATION OF SERVICE**

**ECONOMIC DEVELOPMENT RIDER** **SCHEDULE EDR**

**Schedule EDR (con't.)**

- 3) The customer may request an EDR effective initial billing date that is no later than 12 months after the date on which EKPC and South Kentucky initiates service to the customer.
- 4) The EDR is not available to a new customer which results from a change in ownership of an existing establishment . However, if a change in ownership occurs after the customer enters into an EDR special contract, the successor customer may be allowed to fulfill the balance of the EDR special contract.
- 5) EKPC and South Kentucky may offer differing terms, as appropriate, under the special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer subject to approval by the Commission.

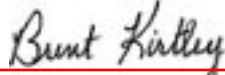
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DATE OF ISSUE: September 17, 2014

DATE EFFECTIVE: November 1, 2014

ISSUED BY: /s/ Allen Anderson  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH 
EFFECTIVE <b>11/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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CLASSIFICATION OF SERVICE

**EARNINGS MECHANISM MEMBER TARIFF**

N

**Applicability**

In the service territory of South Kentucky R.E.C.C.

**Availability**

Available to retail members pursuant to Paragraph 6 of the Joint Stipulation, Settlement Agreement and Recommendation approved in East Kentucky Power Cooperative, Inc.'s ("EKPC") base rate case, Case No. 2021-00103 and EKPC's EM Tariff filing, Case No. 2021-00429.

**Purpose**

EKPC has committed to return any excess margins to its Owner-Member Cooperatives for contemporaneous pass-through to End-Use Retail Members ("retail members") in the form of a bill credit in the event that EKPC achieves per-book margins in excess of a target TIER in any calendar year. Any excess margins to be returned will be allocated based upon the percentage of each EKPC rate class's total revenue for the most recent calendar year. EKPC will make an annual filing with the Commission setting forth its calculations of margins and any required bill credit for the most recent calendar year on or before April 30<sup>th</sup> of the following year.

**Methodology**

**Allocation of Excess Margins from EKPC.** EKPC will determine the allocation of the excess margin for the most recent calendar year and will prepare and provide to South Kentucky R.E.C.C. a schedule showing the allocation of the excess margin for the most recent calendar year by EKPC rate class. South Kentucky R.E.C.C. will then calculate the bill credit applicable to its retail members and will file that calculation with the Commission in the same manner that EKPC files its calculation with the Commission each year.

**Calculation of Bill Credit.** South Kentucky R.E.C.C. will calculate the bill credit applicable to its retail members in the following manner:

- a. South Kentucky R.E.C.C. will determine which of its retail rate schedules correspond with the EKPC wholesale rate classes. Using the same calendar year as EKPC, South Kentucky R.E.C.C. will determine the total revenues for the set of its rate schedules that correspond with each EKPC rate class.
- b. South Kentucky R.E.C.C. will determine the percentage of the total revenues for each of its rate schedules that correspond with the applicable EKPC rate class.

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DATE OF ISSUE: October 2, 2023

DATE EFFECTIVE: September 12, 2023

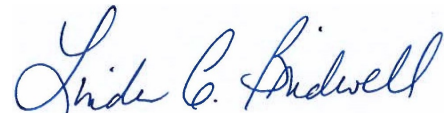
ISSUED BY:

  
President & Chief Executive Officer

Pursuant to Commission Order in Case No. 2023-00135  
Dated, September 12, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**9/12/2023**

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KY 42501

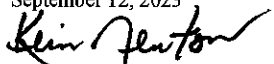
- c. South Kentucky R.E.C.C will allocate the excess margin by EKPC rate class to its corresponding rate schedules by multiplying the allocated excess margin by EKPC rate class by the percentages determined in part b.
- d. South Kentucky R.E.C.C will calculate a "Bill Credit Percentage" for each of its retail rate schedules. The Bill Credit Percentage will be calculated by dividing the excess margin allocated to the retail rate schedule by the total revenues for that retail rate schedule used in part a. If there is only one retail member served by a South Kentucky R.E.C.C retail rate schedule, the excess margin allocated to the retail rate schedule will be the amount of the bill credit for that retail member.
- e. Utilizing its customer account information, South Kentucky R.E.C.C will apply the Bill Credit Percentage to residential retail members by customer count. South Kentucky R.E.C.C will apply the Bill Credit Percentage to retail members on all other rate schedules by revenue provided by each retail member in the calendar year used by EKPC when determining the excess margins to calculate the bill credit for each retail member. South Kentucky R.E.C.C will return the excess margins only to current retail members at the time the bill credit is given.
- f. South Kentucky R.E.C.C may elect to return the bill credit as a one-time credit on the retail member's current bill or spread the bill credit over several billings. However, South Kentucky R.E.C.C will amortize the bill credit over the same time period EKPC uses to return the excess margins to South Kentucky R.E.C.C.

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DATE OF ISSUE: October 2, 2023

DATE EFFECTIVE: September 12, 2023

ISSUED BY:

  
President & Chief Executive Officer

Pursuant to Commission Order in Case No. 2023-00135  
Dated, September 12, 2023.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 9/12/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
19th REVISED SHEET NO. T-13  
CANCELLING P.S.C. KY NO. 7  
18th REVISED SHEET NO. T-13

CLASSIFICATION OF SERVICE

OPTIONAL POWER SERVICE

SCHEDULE OPS

APPLICABLE: In all territory served by the Seller.

AVAILABILITY: Available to all commercial and industrial consumers who require excess of 50 KVA but limited to no more than 300 KVA transformer capacity for lighting and/or heating and/or power. Consumers served under this schedule may request service under the LP SCHEDULE if they so desire provided the request is made in advance and not more often than once every 12 months.

TYPE OF SERVICE: The electric service furnished under this schedule will be of 60 cycle, alternating current and at available standard voltage, single or three phase at Seller's option.

RATES PER MONTH:

Consumer Charge - No KWH Usage .....	\$51.83	
Energy Charge:		
All KWH per Month @ .....	\$0.10680	(I)

FUEL ADJUSTMENT CLAUSE: As shown in APPENDIX B following these tariffs.

MINIMUM CHARGE: The minimum monthly charge shall be the highest of the following charges:

- (a) The Consumer Charge - No KWH Usage as stated in Rates Per Month or
- (b) The minimum monthly charge as specified in the contract for service, or

DATE OF ISSUE: JULY 13, 2022

DATE EFFECTIVE: JUNE 30, 2022

ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**Linda C. Bridwell**  
Executive Director




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EFFECTIVE  
**6/30/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Form for Filing Rate Schedules

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
2nd REVISED SHEET NO. T-14  
CANCELLING P.S.C. KY NO. 7  
1st REVISED SHEET NO. T-14

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

CLASSIFICATION OF SERVICE

OPTIONAL POWER SERVICE

SCHEDULE OPS

(c) A charge of \$0.80 per KVA of required transformer capacity. The Seller may, if it so desires, install transformers of capacity larger than required, but in such case, the Consumer's minimum bill shall be based on the standard transformer size which would have been adequate for consumer's load.

CONDITIONS OF SERVICE:

1. An agreement for purchase of power shall be executed by the Consumer for service under this schedule as deemed necessary by the Seller.

2. Delivery Point - If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the Consumer.

If service is furnished at Seller's primary line voltage, the delivery point shall be the point of attachment of Seller's primary line to consumer's transformer structure unless otherwise specified in the contract for service.

All wiring, pole lines and other electrical equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.

3. Lighting - Both power and lighting shall be billed at the foregoing rate.

4. Primary Service - The Seller shall meter at secondary distribution voltage unless it would be agreeable to both parties to primary meter.

TERMS OF PAYMENT: The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAR 01 1996

PURSUANT TO 807 KAR 5011,  
SECTION 9(1)

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE: MARCH 14, 1996

DATE EFFECTIVE: MARCH 1, 1996

ISSUED BY : Keith Sloan GENERAL MANAGER & C.E.O.

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 94-400 dated February 28, 1996.

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
12th REVISED SHEET NO. T-14.1  
CANCELLING P.S.C. KY. NO.7  
11th REVISED SHEET NO. T-14.1

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CLASSIFICATION OF SERVICE

**ALL ELECTRIC SCHOOL SCHEDULE**

**SCHEDULE AES**

APPLICABLE: In all territory served by the Seller.

AVAILABILITY: Available to all public schools whose total energy requirements, including but not limited to heating, air conditioning, lighting and water heating is supplied by electricity furnished by the cooperative.

TYPE OF SERVICE: The electric service furnished under this schedule will be of 60 cycle, alternating current and at available voltage, single or three phase at Seller's option.

RATES PER MONTH:

Consumer Charge – No kWh Usage	\$86.07
Energy Charge per kWh	\$0.08430

(1)

FUEL ADJUSTMENT CLAUSE: As shown in APPENDIX B, following these tariffs.

MINIMUM CHARGE: The minimum monthly charge shall be the HIGHEST one of the following:

- The consumer charge, or
- The minimum monthly charges, as specified in the contract for service, or
- A charge of \$0.80 per kVA of required transformer capacity. The Seller may, if it so desires, install transformers of capacity larger than required, but in such case, the Consumers minimum bill shall be based on the standard transformer size which would have been adequate for the Consumer's load.

CONDITIONS OF SERVICE

- An agreement for the purchase of power shall be executed by the Consumer for service under this schedule as deemed necessary by the Seller.
- Delivery Point – If service is furnished at secondary voltage, the delivery point shall be the metering point unless otherwise specified in the contract for service. All wiring, poles, lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the Consumer.
- Primary Service – The seller shall meter at secondary distribution voltage unless it would be agreeable to both parties to primary meter.

TERMS OF PAYMENT: The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

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DATE OF ISSUE: JULY 13, 2022  
DATE EFFECTIVE: JUNE 30, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**6/30/2022**

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
19th REVISED SHEET NO. T-15  
CANCELLING P.S.C. KY. NO. 7  
18th REVISED SHEET NO. T-15

CLASSIFICATION OF SERVICE

**STREET LIGHTING SERVICE**

**SCHEDULE STL**

APPLICABLE: In all territory served by the Seller.

AVAILABILITY: Available to cities or townships for dusk to dawn lighting.

TYPE OF SERVICE: Rental of automatic dusk to dawn outdoor lighting fixtures compatible with single-phase, 60 cycle alternating current at 120 or 240 volts.

RATES PER LIGHT PER MONTH:

Mercury Vapor or Sodium - 0 - 20,000 Lumens .....	\$ 8.90	(I)
(M.V. @ 74 KWH Mo. - S. @ 63 KWH Mo.)		
LED (Light Emitting Diode) – 10,500 Lumens.....	\$17.12	(I)
(39 KWH Mo.)		
Mercury Vapor or Sodium – Over 20,000 Lumens .....	\$14.39	(I)
(M.V. @ 162 KWH Mo. - S. @ 135 KWH Mo.)		

FUEL ADJUSTMENT CLAUSE: As shown in APPENDIX B, following these tariffs.

CONDITIONS OF SERVICE

1. Street lighting circuits including transformers, fixtures, lamps, additional guys or fittings will be furnished by the Cooperative.
2. The Cooperative shall install street lights on existing poles where secondary voltage is available, or if necessary, extend secondary voltage a maximum of 150 feet including one service pole at its own expense. The cost of line extensions beyond 150 feet, will be the responsibility of the applicant.
3. All lamp replacement shall be made by the Cooperative. Lamp replacements may be charged to the applicant at cost as a separate item on the monthly bill for service.
4. Since the seller intends to eventually provide only LED lighting fixtures, mercury vapor and sodium will be used only until present supply is exhausted or until the existing lighting configuration is retired.

TERMS OF PAYMENT: The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

DATE OF ISSUE: JULY 13, 2022

DATE EFFECTIVE: JUNE 30, 2022

ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
6/30/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
16th REVISED SHEET NO. T-15.1  
CANCELLING P.S.C. KY NO. 7  
15th REVISED SHEET NO. T-15.1

CLASSIFICATION OF SERVICE

**DECORATIVE STREET LIGHTING**

**SCHEDULE DSTL**

APPLICABLE: In all territory served by the Seller

AVAILABILITY: To associations, industrial foundations and large industrial consumers.

TYPE OF SERVICE: Rental of automatic dusk to dawn outdoor lighting fixtures compatible with single phase, 60 cycle alternating current at 120 or 240 volts.

**RATES PER LIGHT PER MONTH:**

	<u>Pole Rate</u>	<u>Un-metered</u>	<u>Metered</u>	
High Pressure Sodium Lamp				
Cobra Head Light Installed on Existing Pole 15,000-28,000 Lumens @ 100 kWh Mo		\$16.48	\$10.81	(I)
LED Cobra Head Light – Installed on Existing Pole 10,500 Lumens @ 39 kWh Mo		\$17.12	\$14.07	(I)
Cobra Head Light Installed on 30' Aluminum Pole 7,000-10,000 Lumens @ 39 kWh Mo		\$19.93	\$17.37	(I)
15,000-28,000 Lumens @ 100 kWh Mo		\$23.21	\$17.37	(I)
Metal Halide Lamp or Sodium				
100 Watt Acorn @ 44 kWh Mo.		\$11.00	\$8.31	(I)
100 Watt Lexington Lamp @ 44 kWh Mo		\$8.69	\$6.07	(I)
14' Smooth Black Pole	\$12.37			(I)
14' Fluted Pole	\$16.01			(I)
LED 173 Watt Area @ 63 kWh Mo		\$26.39	\$21.75	(I)
400 Watt Galleria @ 167 Kwh Mo		\$22.78	\$13.08	(I)
1000 Watt Metal Halide - Galleria @ 395 kWh Mo		\$37.91	\$15.29	(I)
30' Square Steel Pole	\$18.34			(I)
250 Watt Cobra Head HPS @ 106 Kwh w/30' Aluminum Pole	\$25.62			(I)
400 Watt Cobra Head Mercury Vapor @ 167 kWh With				
8' Arm		\$19.08	\$9.48	(I)
12' Arm		\$22.40	\$12.73	(I)
16' Arm		\$23.45	\$13.72	(I)
30' Aluminum Pole	\$27.95			(I)

DATE OF ISSUE: JULY 13, 2022

DATE EFFECTIVE: JUNE 30, 2022

ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

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

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**  
**6/30/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42503

DECORATIVE STREET LIGHTING	CLASSIFICATION OF SERVICE	SCHEDULE DSTL
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FUEL ADJUSTMENT: As shown in APPENDIX B following these tariffs.  
CONDITIONS OF SERVICE:

1. Street lighting circuits including transformers, fixtures, lamps, additional guys or fittings will be furnished by the cooperative.
2. The Cooperative shall install lights only on existing service where an additional pole is not required. If consumer requires additional line (not to exceed 150 feet from existing line) including pole to be constructed, there will be a charge of \$100.00 for installing the additional facilities.
3. In the event aluminum or decorative poles are requested, it will be the responsibility of the customer to install all concrete pedestals.
4. The Cooperative will also provide conventional overhead service to the lighting fixture when they are reasonably accessible. There may be an additional footage charge(s) in such case as accessibility is deemed to be unreasonable. If the customer requests underground service to the fixtures, it will be their responsibility to perform any ditching, back filling, seeding, or repaving as necessary, and provide and maintain all conduit.
5. The lighting equipment shall remain the property of the Cooperative. The customer shall protect the lighting equipment from deliberate damage.
6. The Cooperative shall maintain the lighting equipment including the lamp replacement at no additional cost to the customer within a reasonable time after the customer notifies the Cooperative for the need of maintenance, except in case of lamp or fixture damage because of vandalism, replacement may be made only once at no cost to the customer. After that, the customer may be required to pay for the cost of replacement.
7. All service and necessary maintenance on the light and facilities will be performed only during regular scheduled working hours of the Cooperative.
8. The customer shall be responsible under written contract for all lease and energy payments on installed equipment for a period of 10 years. Cancellation by the customer prior to the initial 10 year period will require the customer to pay the Cooperative its cost of labor to install and remove the facilities plus the cost of obsolete or unserviceable equipment, prorated on the remaining portion of the 10 year period.

DATE OF ISSUE: JULY 17, 2009

DATE EFFECTIVE: AUGUST 1, 2009

ISSUED BY: Allen Anderson PRESIDENT & C.E.O. SOUTH KENTUCKY R.E.C.C.  
 Issued by authority of the Public Service Commission of Kentucky in Case No. 2008-00537 dated July 15, 2009.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
8/1/2009  
PURSUANT TO 897 KAR 9.011  
SECTION 9(1)

By [Signature]  
Executive Director

Form for Filing Rate Schedules

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
ORIGINAL SHEET NO. T-15.3

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42503

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CLASSIFICATION OF SERVICE

DECORATIVE STREET LIGHTING

SCHEDULE DSTL

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TERMS OF PAYMENT: The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 01 2003

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

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DATE OF ISSUE: JULY 17, 2003

DATE EFFECTIVE ~~MAY 14~~ MAY 14 2003  
EXECUTIVE DIRECTOR

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ISSUED BY: Allen Anderson GENERAL MANAGER & C.E.O.  
Issued by authority of an order of the Public Service Commission of  
Kentucky in Case No. 2002-00450 & 2003-00166 dated April 23 & June 18,  
2003.



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
24th REVISED SHEET NO. T-16  
CANCELLING P.S.C. KY. NO. 7  
23rd REVISED SHEET NO. T-16

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CLASSIFICATION OF SERVICE

**OUTDOOR LIGHTING SERVICE-OUTDOOR LIGHTS** **SCHEDULE OL (T)**

APPLICABLE: In all territory served by the Seller.

AVAILABILITY: Available to all consumers of the Cooperative for dusk to dawn lighting in close proximity to the existing overhead secondary circuits.

TYPE OF SERVICE: Rental of automatic dusk to dawn outdoor lighting fixture of a standard size and type as stated in the rate.

RATES PER LIGHT PER MONTH:

	<u>Unmetered</u>	<u>Metered</u>	
<u>Open Bottom</u>			
Mercury Vapor or Sodium -7,000 - 10,000 Lumens (M.V. @74 KWH per Mo.-S. @45 KWH per Mo.)	\$11.00	\$7.99	(I)
LED (Light Emitting Diode) -6,300 Lumens @ 23 KWH per Mo.	\$14.10	\$12.30	(I)
<u>Directional Flood Light, with bracket</u>			
200 Watt LED – 20,200 Lumens @ 73 KWH per Mo.	\$24.41	\$18.77	(I)
391 Watt LED – 48,000 Lumens @ 143 KWH per Mo.	\$37.35	\$26.91	(I)
250 Watt Sodium @ 106 KWH per Mo.	\$17.54	\$10.15	(I)
250 Watt Metal Halide @ 106 KWH per Mo.	\$19.03	\$11.29	(I)
400 Watt Metal Halide @ 167 KWH per Mo.	\$23.61	\$11.29	(I)
1000 Watt Metal Halide @ 395 KWH per Mo.	\$41.47	\$12.61	(I)

FUEL ADJUSTMENT CLAUSE: As shown in APPENDIX B, following these tariffs.

CONDITIONS OF SERVICE:

1. The Cooperative shall furnish, install, operate and maintain outdoor light(s) at a location mutually agreeable to both the Cooperative and the Consumer. The Cooperative will determine if the lights are to be metered or unmetered. (T)
2. The Cooperative shall install outdoor lights only on existing service where an additional pole is not required. If Consumer requires additional line (not to exceed 150 feet from existing line) including pole to be constructed, there will be a charge of \$100.00 for installing the additional facilities. (T)

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DATE OF ISSUE: JULY 13, 2022  
DATE EFFECTIVE: JUNE 30, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42503

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
4th REVISED SHEET NO. T-17  
CANCELLING P.S.C. KY. NO. 7  
3rd REVISED SHEET NO. T-17

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CLASSIFICATION OF SERVICE

**OUTDOOR LIGHTING SERVICE-SECURITY LIGHTS**

**SCHEDULE OL**

3. The lighting equipment shall remain the property of the Cooperative. The Consumer shall protect the lighting equipment from deliberate damage.
4. The Cooperative shall maintain the lighting equipment including the lamp replacement at no additional cost to the Consumer within a reasonable time after the Consumer notifies the Cooperative for the need of maintenance, except that in case of lamp or fixture damage because of vandalism, replacement may be made only once at no cost to the Consumer. After that, the Consumer may be required to pay for the cost of the replacement.
5. The Consumer shall allow authorized representatives of the Cooperative to enter upon the Consumer's premises to trim trees and shrubs as necessary for maintenance of the lighting equipment and for removal of lighting equipment upon termination of service under this schedule.
6. All rental will be billed as a separate item on the Consumer's electric service bill and revenues derived will be recorded under the revenue account for which the Consumer is receiving his electric service. The billing period shall be the same as it is for the electric service.
7. Since the seller intends to eventually provide only LED lighting fixtures, mercury vapor, sodium and metal halide will be used only until present supply is exhausted or until the existing lighting configuration is retired.
8. The Cooperative may request the execution of an agreement for service under this schedule for a period of not less than one year.
9. Directional flood lights shall not be installed in such a manner that would interfere with motorists operating on a public road, or on a neighbors property.

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TERMS OF PAYMENT: The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

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DATE OF ISSUE: NOVEMBER 2, 2015

DATE EFFECTIVE: DECEMBER 3, 2015

ISSUED BY: /s/ Allen Anderson,  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>12/3/2015</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
15th REVISED SHEET NO. T-18  
CANCELLING P.S.C. KY NO. 7  
14th REVISED SHEET NO. T-18

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**CLASSIFICATION OF SERVICE**

**UNMETERED COMMERCIAL SERVICE** **SCHEDULE TVB**

APPLICABLE: In all territory served by the Seller.

AVAILABILITY: To all commercial services for which the monthly KWH and KW demand is reasonable constant and which is not practical to install and maintain proper metering equipment as determined by the Seller.

TYPE OF SERVICE: Single-phase or three-phase as available, 60 cycle at available secondary voltage.

CLASS AND RATES PER MONTH:

Cable TV Amplifiers - (75 KWH per Month) ..... \$9.28 (R)

FUEL ADJUSTMENT CLAUSE: As stated in APPENDIX B, following these tariffs.

TERMS OF PAYMENT: The rates stated are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

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DATE OF ISSUE: JANUARY 9, 2020

DATE EFFECTIVE: FEBRUARY 1, 2020

ISSUED BY: /s/ Kenneth E. Simmons,  
Presidential & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE  
COMMISSION IN CASE NO. 2019-00008  
DATED DECEMBER 26, 2019.



**SCHEDULE PA – POLE ATTACHMENTS**

***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*

***ARTICLE II – EXPLANATION OF TERMS***

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

DATE OF ISSUE: January 27, 2023


DATE EFFECTIVE: December 28, 2022  
Approved by Order of the Kentucky Public Service Commission  
entered December 28, 2022, Case No. 2022-00106

ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

(N)

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
12/28/2022**

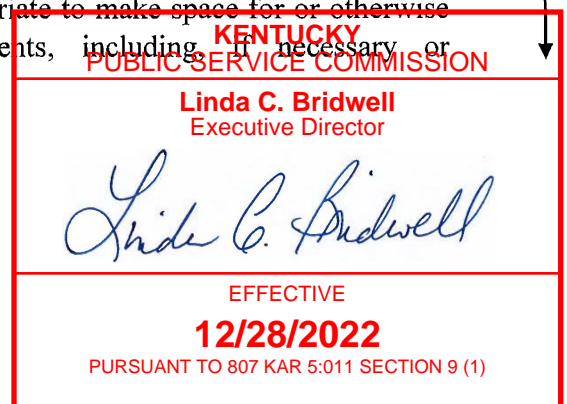
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 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.
- 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

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- 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).
- 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.

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- 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 which is within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.
  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~~

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gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

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**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 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

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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 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.

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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.

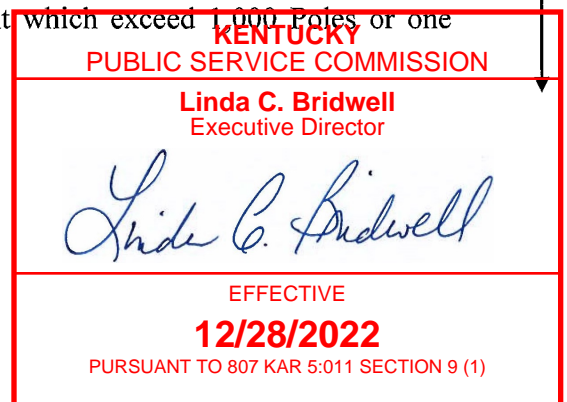
- i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on the application and is accompanied by the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

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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

- i. Within fourteen (14) days of providing a response granting access to an applicant following a survey, Cooperative will provide the applicant a detailed, written estimate (on a pole-by-pole basis if requested and reasonably calculable) describing the charges to perform all necessary Make-ready ("Make-ready Estimate"). Cooperative will provide documentation that is sufficient to determine the basis of its estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.
- ii. Cooperative's Make-ready Estimates shall be valid for fourteen (14) days after presentation. Thereafter, all Make-ready Estimates shall be automatically withdrawn and an applicant must request a new estimate.

4. Make-ready


- i. Within seven (7) days (or sooner, if practical) of Cooperative's receipt of payment for survey costs and the Make-ready Estimate, Cooperative will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.
  - a. For Make-ready in 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 thirty (30) days after the notification is sent in the case of Lesser Volume Orders, and no more than seventy-five (75) days

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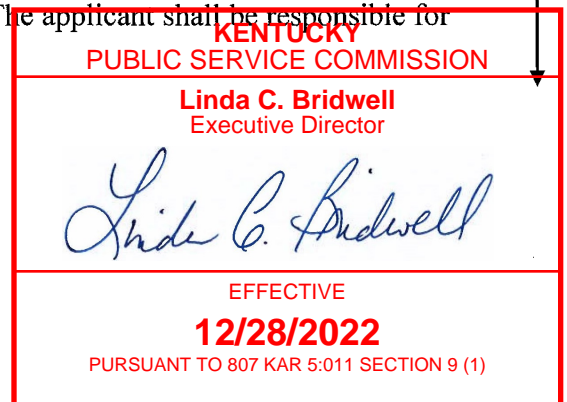


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- after the notification is sent in the case of High Volume Orders);
- iii. State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified Make-ready before the date established for completion;
  - iv. State that, if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
  - 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

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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

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 of Cooperative.

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discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and 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

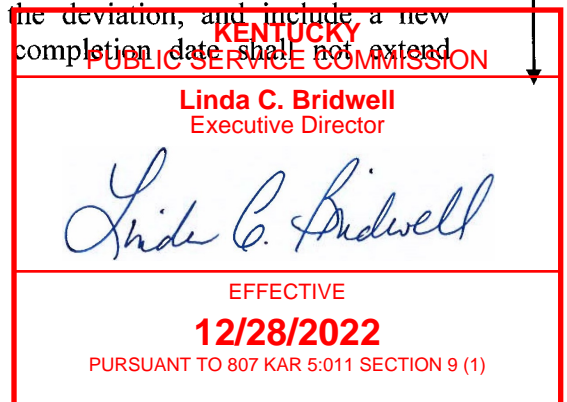
- i. Cooperative may deviate from the time limits specified in this Schedule before offering an estimate of charges if the applicant failed to satisfy a condition in this Schedule.
- ii. Cooperative may deviate from the time limits established in this Schedule during performance of Make-ready for good 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 completion date, which new completion date shall not extend

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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.

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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.

- 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.

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- 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.
- 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.

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- 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. 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, or shall it limit or

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impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

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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.
4. An overlashing 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 overlashing 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 overlashing party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations, or require the overlashing party to fix the damage or code violations at its expense.

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**Linda C. Bridwell**  
Executive Director



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within fourteen (14) days following notice from Cooperative. Overlapping parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlapping activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlapped 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.

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**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 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.

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

(N)

- 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:
  - 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.

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- 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 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.

(N)

**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

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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 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

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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.

(N)

- 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.

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- 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 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.

(N)

**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.

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- 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 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.

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**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 under all conditions.

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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

- 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 or 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 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.

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**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, 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)

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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.

(N)

#### 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

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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, 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,

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Executive Director



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- 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, 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 CONTRACT, TORT, OR OTHERWISE).**

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**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 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.

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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 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.

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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.

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.

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(N)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KY 42501

For: ENTIRE TERRITORY SERVED  
P.S.C. KY No. 7  
ORIGINAL PAGE NO. T-19.31

**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**

(N)

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)			If yes, please attach section 3 (OTMR addendum)	
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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Linda C. Bridwell
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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


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.

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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.
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.

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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)**

(N)

**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 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

DATE OF ISSUE: January 27, 2023


DATE EFFECTIVE: December 28, 2022

Approved by Order of the Kentucky Public Service Commission entered December 28, 2022, Case No. 2022-00106

ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

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

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**  
**12/28/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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.

#### 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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President & Chief Executive Officer





**APPENDIX E – FEES AND CHARGES**

(N)

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 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 \$40.34. 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 .....	\$ 5.83
Three-party pole attachment .....	\$ 4.55
Two-party pole attachment with ground.....	\$ 3.97
Three-party pole attachment with ground.....	\$ 4.68
Two-party anchor attachment.....	\$ 6.35
Three-party anchor attachment.....	\$ 4.19

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KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



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**12/28/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
3RD REVISED SHEET NO. T-20  
CANCELLING P.S.C. KY. NO. 7  
2ND REVISED SHEET NO. T-20

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SCHEDULE REP  
**Renewable Energy Program**

**STANDARD RIDER**

This “Renewable Energy Program” is a rider to all current rate schedules. The purpose of this program is to provide retail members with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates (“RECs”). There are two options. South Kentucky RECC, via its participation in East Kentucky Power Cooperative, Inc.’s (EKPC) Renewable Energy Program (Envirowatts), will aggregate the contributions provided by the retail members to develop renewable energy, purchase renewable energy, or purchase RECs. Alternatively, the retail member, South Kentucky RECC, and EKPC will enter into a special agreement to purchase renewable energy to offset the retail member’s existing energy consumption.

**APPLICABLE**

In all territory served.

**DEFINITIONS**

- a) Renewable energy is that electricity which is generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable resources deemed to be Green-e certified.
- b) An REC is the tradable renewable energy attribute which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of renewable energy from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one (1) MWh of renewable energy.

**AVAILABILITY OF SERVICE**

This rider is available to any retail member on any rate schedule.

Option A - Retail members may participate in the program by contributing monthly as much as they like in \$2.75 increments (e.g., \$2.75, \$5.50, \$8.25, or more per month). The retail member may allocate a “Renewable Energy Program” contribution to a type or types of renewable energy offered by the Envirowatts program. Funds contributed by retail members are not refundable.

Option B – Option B is available on or before March 25, 2025. A retail member may, after entering into a special agreement with South Kentucky RECC and EKPC, purchase renewable energy to offset the retail member’s existing energy consumptions under the members’ applicable rate schedule.

Option C – After entering into an agreement with SKRECC and EKPC, commercial and industrial (“C&I”) retail members have the opportunity to purchase RECs through SKRECC and EKPC to offset up to all of their energy consumption with RECs, resulting in that portion of energy consumption to be considered renewable.

(N)  
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(N)

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DATE OF ISSUE: OCTOBER 12, 2022  
DATE EFFECTIVE: DECEMBER 1, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 12/1/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
2ND REVISED SHEET NO. T-20.1  
CANCELLING P.S.C. KY. NO. 7  
1ST REVISED SHEET NO. T-20.1

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SCHEDULE REP

**Renewable Energy Program (con't)**

**ELIGIBILITY**

Under Option A, a “Pledge to Purchase Renewable Energy” form must be completed for enrollment by the retail member prior to service under this rider. Retail members may not owe any arrearage prior to participating in the Renewable Energy Program.

Under Option B, a retail member must execute an agreement with South Kentucky RECC and EKPC to purchase, supply or secure a minimum renewable capacity of one (1) MW. The maximum annual renewable energy under the agreement cannot exceed the participating retail member’s average annual consumption over the previous three (3) years. For new business with no usage history, the maximum annual renewable energy under the contract will be estimated. The type of renewable energy will be determined by the retail member. Retail members having multiple services across the EKPC system may aggregate consumption and renewable energy totals into a single agreement.

Under Option C, C&I retail members, in conjunction with SKRECC and EKPC will determine the type of renewable resource and amount of RECs SKRECC and EKPC will purchase monthly on behalf of the participating retail member. The original agreement will expire after one (1) year, but will automatically renew monthly until the retail member provides 60 days’ notice of cancellation. The retail member may also amend the agreement to change the amount of RECs or type of renewable resource generating such RECs they will purchase. EKPC may sell and retire RECs generated by EKPC when applicable with a market-based rate per REC.

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The sum of renewable energy purchased under Option B and RECs purchased and retired under Option C shall not exceed the retail member’s annual usage.

**RATE**

Under Option A, monthly contributions of any amount in \$2.75 increments shall be made pursuant to the terms of the “Pledge to Purchase Renewable Energy”. The fuel adjustment clause and the environmental surcharge are not applicable to the Option A Renewable Energy Program contributions.

Under Option B, the renewable energy rate shall be set forth under the individual participating renewable energy agreements. The retail member’s bill will be credited for the base fuel, the fuel adjustment clause, capacity credits when applicable, and the variable portion of the Environmental Surcharge that EKPC credited to South Kentucky RECC per individual renewable energy agreements. The credit amount is based on the total of the avoided costs from base fuel, fuel adjustment clause, capacity credits when applicable, and variable environmental surcharge for the delivered renewable energy pursuant to the agreement. The total credit will be limited to the lesser of this credit amount or the PJM Localized Marginal Cost.

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DATE OF ISSUE: OCTOBER 12, 2022  
DATE EFFECTIVE: DECEMBER 1, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

SCHEDULE REP

**Renewable Energy Program (con't)**

**RATE (CON'T)**

Under Option C, the participating C&I retail member will pay the market value of the RECs purchased on their behalf without markup from SKRECC and EKPC. They will have the option to instruct SKRECC and EKPC to purchase: (i) RECs covering a set percentage of their energy consumption each month; (ii) a set dollar amount of RECs per month; or (iii) a set number of MWhs. The participating C&I retail member can set a REC price that requires additional approvals for SKRECC and EKPC to purchase RECs per the Agreement. EKPC will act as the participating retail member's REC purchasing agent including settling the REC market transactions and REC retirements.

(N)



**BILLING AND MINIMUM CHARGE**

Under Option A, the retail member will be billed monthly for the amount the retail member pledged to contribute in their "Pledge to Purchase Renewable Energy". Existing Renewable Resource Energy retail participants will be billed at their existing rate of \$2.75 per their existing agreement or pledge.

Under Option B, the retail member will be billed for the renewable energy per the agreement.

Under Option C, SKRECC will increase the participating retail member's electric bill for the RECs purchased at the market price plus a monthly transactional fee of \$100. For any agreement instructing SKRECC and EKPC to purchase RECs in advance of the billing cycle, a monthly carrying charge equal to 1/12 of the annual deposit rate set by the Commission will be added to the participant's electric bill.

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**TERMS OF SERVICE AND PAYMENT**

This rider shall be subject to all other terms of service and payment of the applicable tariffs and adjustment clauses to which it is applied to each retail member.

DATE OF ISSUE: OCTOBER 12, 2022  
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ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

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

COMMERCIAL AND INDUSTRIAL  
RENEWABLE ENERGY PROGRAM PURCHASE AGREEMENT

(T)  
(T)

This Commercial and Industrial Renewable Energy Program Purchase Agreement (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between East Kentucky Power Cooperative, Inc., 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”); South Kentucky RECC, with its principal place of business at 200 Electric Avenue, Somerset, Kentucky 42501 (“Cooperative”); and the following identified commercial or industrial retail customer (“Customer”), who is a Member of Cooperative:

(T)  
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(T)

Customer: \_\_\_\_\_

(T)

Mailing Address: \_\_\_\_\_

Service Address(es): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

WHEREAS, Customer is a commercial or industrial customer of Cooperative and has an interest in acquiring energy from renewable resources and/or renewable energy credits (“RECS”) arising from the generation of energy from renewable resources; and

(T)  
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(T)

WHEREAS, Customer desires and agrees to purchase, and EKPC and Cooperative are both willing and agree to sell, energy from a renewable resource(s) to offset a portion or all of the energy consumed by the Customer at the above-listed service address(es);

(T)  
(T)

THEREFORE, in mutual consideration of the promises, representations, recitals, terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:


1. **Purchase and Sale of Renewable Energy.** The Customer may purchase renewable energy from Cooperative up to an amount equal to the Customer’s average annual energy consumption over the previous three (3) calendar years. In the event Customer has not yet consumed power provided by Cooperative for at least three years, the Customer’s actual usage shall be used to calculate an average annual energy consumption amount. The amount of energy purchased hereunder shall be equivalent to at least one (1) megawatt (MW) of installed renewable capacity. Cooperative shall acquire the renewable power sold to Customer from EKPC. The calculations and elections necessary to fulfill the obligation to purchase and sell renewable energy are set forth in Appendix A, which is adopted and incorporated by reference as if set forth herein in full.

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2. **Purchase and Sale of Renewable Energy Credits.** Cooperative and EKPC to offset up to all of the C

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Executive Director



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resulting in that portion of energy consumed to be considered renewable, by purchasing and retiring RECs equal to the amount designated by the Customer. The amount of RECs to be purchased and retired shall be designated as: covering a set percentage of the Customer's energy consumption each month; setting a particular dollar amount for REC purchases per month; or designating a set number of megawatt hours ("MWhs") to be covered by REC purchases. The calculations and elections necessary to fulfill the obligation to purchase and retire RECs are set forth in Appendix A, which is adopted and incorporated by reference as if set forth herein in full. EKPC will act as the participating retail member's REC purchasing agent including settling the REC market transactions and REC retirements. The Customer may instruct Cooperative and EKPC to secure and advance purchase of RECs in the amount not to exceed 12 months of projected REC need pursuant to the terms in this Agreement.

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3. **Account Aggregation.** Should the Customer have multiple accounts or service addresses with the Cooperative, the Customer shall be able to aggregate the energy consumption across all accounts or services addresses for purposes of determining the amount of renewable energy and RECs allowed to be purchased pursuant to the terms of this Agreement. The sum of the renewable energy purchases and REC purchases by Customer shall net exceed the Customer's energy usage at all accounts listed above.

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4. **Transmission.** EKPC shall arrange and be responsible for all transmission service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the point(s) of delivery of all current and future non-renewable energy sales to the Cooperative and from which the Cooperative's electric distribution system currently delivers energy to the Customer. EKPC shall schedule or arrange for scheduling services with its transmission providers to deliver the renewable energy to said point(s) of delivery.

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5. **Distribution.** The Cooperative shall arrange and be responsible for all distribution service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the Customer's meter(s).

(T)  
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6. **Title and Risk of Loss.** Title to and risk of loss related to the renewable energy acquired herein shall transfer: (a) from EKPC to the Cooperative at the delivery point(s) for all energy delivered to the Cooperative currently and in the future; and (b) from the Cooperative to the Customer at the Customer's meter. EKPC and Cooperative both warrant that they will deliver the renewable energy to the Customer free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Customer's meter.

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7. **Renewable Resources.** The Customer may choose the type(s) of renewable resource from which the renewable energy or generated. The choices available include: solar, w or biomass. The Customer may not request or des

(T)  
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Executive Director  
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or RECs purchased hereunder be acquired from any particular generation facility. (T)  
EKPC retains the sole and exclusive right to select the resource(s) from which the (T)  
renewable energy and REC purchases contemplated herein are acquired.

8. **Pricing.** (T)

a. **Energy Pricing.** [TO BE NEGOTIATED ON A CASE BY CASE BASIS (T)  
BASED UPON APPLICABLE RATE SCHEDULES.]

b. **REC Pricing.** Customer shall pay to Cooperative and Cooperative shall pay to (T)  
EKPC the market value of the RECs purchased on the Customer's behalf  
without mark-up from either Cooperative or EKPC. EKPC will increase the  
Cooperative's monthly wholesale bill for the RECs purchase at the market price  
plus a monthly transactional fee of \$100. For any agreement instructing EKPC  
to purchase RECs in advance of the billing cycle, a monthly carrying charge  
equal to 1/12 of the annual retail deposit accrual rate set by the Commission  
will be added to the Cooperative's bill. ↓

9. **Wholesale Credits.** The Cooperative shall receive a monthly credit on its (T)  
wholesale power bill in an amount equal to the lesser of: (1) the avoided cost of:  
(a) base fuel and fuel adjustment clause per MWh of renewable energy delivered  
and capacity credits; and (b) variable environmental surcharge equal to the demand (T)  
energy; or (2) the PJM Localized Marginal Cost. At no time shall EKPC be (T)  
required to convert any credit accruing hereunder to cash. Any excess credit(s) can  
be carried forward to offset a later billed amount.

10. **Retail Credits.** The Customer shall receive a monthly credit on its retail power bill (T)  
in an amount equal to the lesser of: (1) the avoided cost of: (a) base fuel and fuel  
adjustment clause per MWh of renewable energy delivered and capacity credits; (T)  
and (b) variable environmental surcharge equal to the demand energy; or (2) the  
PJM Localized Marginal Cost. At no time shall Cooperative be required to convert  
any credit accruing hereunder to cash. Any excess credit(s) can be carried forward  
to offset a later billed amount.

11. **Billing.** EKPC shall invoice the Cooperative for all renewable energy delivered to (T)  
the Cooperative and all RECs purchased and retired on behalf of the Customer,  
together with the REC purchase transaction fee, as part of the invoice it sends to  
the Cooperative for all non-renewable energy REC purchases by the Cooperative.  
The Cooperative shall then invoice the Customer for all renewable energy delivered  
to the Customer and all RECs purchased and retired on behalf of the Customer,  
together with the REC purchase transaction fee, as part of the invoice it sends to  
the Customer for all non-renewable energy purchases by the Customer. In both  
cases, the invoice shall provide sufficient information to demonstrate the manner  
in which the charges for renewable energy sales w ↓

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Executive Director

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12. **Failure to Take Delivery.** If Customer fails to accept all or part of the renewable energy acquired or generated by EKPC or Cooperative, or to pay for any RECs acquired by EKPC and/or Cooperative, when such purchases are made in performance of their respective obligations under this agreement, and such failure is not excused by EKPC's or the Cooperative's failure to perform, then the Customer shall pay to the Cooperative, on the date payment would otherwise be due in respect of the month in which the failure occurred an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the amount for which the renewable energy or RECS are actually sold by EKPC or Cooperative to another buyer from the price set forth herein or the purchased REC price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount and efforts made by EKPC and/or Cooperative to market the renewable energy or RECs at the best market price attainable. (T)
13. **Term.** Subject to paragraph twenty-four (24) below, this Agreement shall be effective beginning on the date set forth above and will continue for a period of \_\_\_ years (the "Term"), subject to early termination as provided herein. [NOTE: THIS TERM WILL NEED TO BE UPDATED IN A MANNER CONSISTENT WITH THE TARIFF BASED UPON WHETHER IT IS AN ENERGY PURCHASE, REC PURCHASE OR COMBO PURCHASE.] (T)
14. **Obligation to Customer.** EKPC and Cooperative agree to provide Customer with reasonable updates in the event of any changes in the availability of renewable energy or RECs purchased pursuant to this Agreement. (T)
15. **Non-Transferrable.** The Customer may not transfer or assign any obligation, right, liability, or credit arising under this Agreement from one account or service address to another account or service address that is not listed above. The Customer may not transfer, assign, convey, sell or donate this Agreement to any other person unless EKPC and the Cooperative have both provided their express written consent to such action. Such consent may be granted or withheld in the sole discretion of EKPC and the Cooperative. (T)
16. **Effect on other Rates.** Nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of Customer's receipt of service from the Cooperative under any other tariff or rate schedule then in effect or subsequently approved by the Kentucky Public Service Commission ("Commission") which applies to the Customer. Likewise, nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of the Cooperative's receipt of service from EKPC under any other tariff or rate schedule then in effect or subsequently approved by the Commission which applies to the Cooperative. (T)
17. **Events of Default.** An "Event of Default" shall : "Defaulting Party"), the occurrence of any of the 1 (T)

  
**KENTUCKY PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
 Executive Director

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- (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;
- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
- (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to receive the renewable energy, the exclusive remedy for which is provided in paragraph twelve (12) above) if such failure is not remedied within three (3) Business Days after written notice; (T)
- (d) such Party becomes bankrupt; or
- (e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.

18. **Termination for an Event of Default.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, any other Party (the "Non-Defaulting Party") shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties; (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner and considering the full period of non-performance from the Early Termination Date through the date of the expiration of the Agreement's Term, a Termination Payment amount as of the Early Termination Date. As soon as practicable after a termination, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written explanation in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after the notice is effective. If the Defaulting Party disputes the No of the Termination Payment, in whole or in part, t

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PUBLIC SERVICE COMMISSION  
Cynthia M. Britton  
Executive Director

*Cynthia M. Britton*

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two (2) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer to the Non-Defaulting Party an amount equal to the Termination Payment to be held in escrow pending the outcome of the dispute.

19. **Security and Guaranty.** [THIS SECTION SHALL BE INCLUDED IN ANY AGREEMENT WHERE EKPC'S OR COOPERATIVE'S MARKET OR CREDIT EXPOSURE IS ANTICIPATED TO EXCEED \$5,000 DURING ANY YEAR OF THE TERM.] (N)

(a) **Financial Information.** If requested by any other Party to this Agreement, a Party shall deliver within one hundred twenty (120) days following the end of each fiscal year, a copy of the Party's or Party's parent company annual report containing audited consolidated financial statements for such fiscal year. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles (i.e. GAAP, IFRS and the RUS USoA); provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the Party providing such information diligently pursues the preparation, certification and delivery of the statements. Each Party shall provide concurrent notice to the other Parties in the event of a material negative change in its financial condition.

(b) **Obligation to Provide Performance Assurance.**

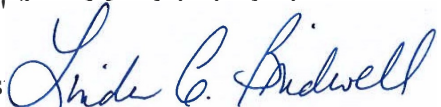
(i) **By Customer.** The Customer, or its Guarantor, shall provide Performance Assurance acceptable to Cooperative and EKPC in an amount equal to:

(A) the current sum of the Early Customer Termination Payment if: (1) the Customer's highest Credit Rating is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's; (2) an Event of Default on the part of the Customer has occurred; or (3) the Customer has no Credit Rating from S&P, Fitch or Moody's;

(B) half the current sum of the Early Customer Termination Payment if the Customer's highest Credit Rating is between "A" from S&P or Fitch or "A2" from Moody's and "BBB" from S&P or Fitch or "Baa2"

(C) zero if the Customer's highest Credit Rating is less than "BBB" from S&P or Fitch or "Baa2" from Moody's

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from S&P or Fitch or "A2" from Moody's.

(N)

(D) If Performance Assurance is required to be posted pursuant to subparagraphs (A) through (C) herein, the Early Customer Termination Payment shall be calculated quarterly. If Customer provides Performance Assurance via an irrevocable standby letter of credit, the amount will be adjusted quarterly and EKPC will release the excess Performance Assurance as appropriate. For purposes of this Agreement, "Credit Rating" means with respect to any entity, on any date of determination, the respective rating then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch or Moody's, or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its issuer rating by S&P, Fitch or Moody's.

(ii) **By EKPC.** EKPC shall provide Performance Assurance acceptable to Customer in an amount equal to:

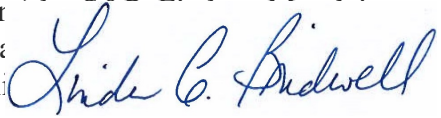
(A) the current sum of the Supplier Early Termination Payment if:  
(1) EKPC's highest Credit Rating is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's; or  
(2) an Event of Default on the part of EKPC has occurred;

(B) half the current sum of the Supplier Early Termination Payment if EKPC's highest Credit Rating is between "A" from S&P or Fitch or "A2" from Moody's and "BBB" from Standard & Poor's or "Baa2" from Moody's, inclusive; or

(C) zero if the EKPC's highest Credit Rating is better than "A" with S&P or Fitch or "A2" from Moody's.

(D) If Performance Assurance is required to be posted pursuant to subparagraphs (A) through (C) herein, the Supplier Early Termination Payment shall be calculated quarterly. If EKPC provides Performance Assurance via an irrevocable standby letter of credit, the amount will be adjusted quarterly and Customer will release the excess Performance Assurance as appropriate. For purposes of this Agreement, "Credit Rating" means with respect to any entity, on any date of determination, the respective rating then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) if such entity does not have a long-term debt or deposit obli

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to such entity as its issuer rating by S&P, Fitch or Moody's.

(N)

(iii) **Performance Assurance Threshold.** Notwithstanding the provisions of subparagraphs (i) and (ii) above, no Performance Assurance shall be required to be posted by either Customer or EKPC if the current sum of the Early Customer Termination Payment or the Supplier Early Termination Payment, as applicable, is equal to or less than \$5,000.

(c) **Form of Performance Assurance.** Unless otherwise agreed to in writing by EKPC and Customer, the form of any Performance Assurance required herein shall be an irrevocable, transferable, standby Letter of Credit, issued by a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with: (i) a Credit Rating of at least (a) "A-" by S&P or "A3" by Moody's; and (ii) having a capitalization of at least \$1,000,000,000. The Letter of Credit must be substantially in a form set forth in Appendix B hereto, with such changes to the terms in that form as the issuing bank may require and as may be reasonably acceptable to the beneficiary thereof. The costs and expenses (including but not limited to the reasonable costs, expenses, and attorneys' fees of the Secured Party) of establishing, renewing, substituting, canceling, and increasing the amount of a Letter of Cred it shall be borne by the Pledging Party.

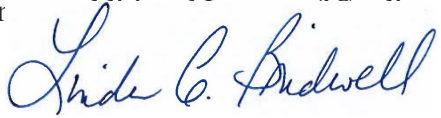
(d) **Administration of Performance Assurance.** Any Letter of Credit shall be subject to the following provisions:

(i) Unless otherwise agreed to in writing by the parties, each Letter of Credit shall be maintained for the benefit of the Secured Party. The Pledging Party shall: (A) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit; (B) if the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide either a substitute Letter of Credit at least twenty (20) business days prior to the expiration of the outstanding Letter of Credit; and (C) if a bank issuing a Letter of Credit shall fail to honor the Secured Party's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of the Secured Party either a substitute Letter of Cred it that is issued by a bank acceptable to the Secured Party with in one (1) business day after such refusal;

(ii) The Pledging Party may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit and

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(iii) With respect to each such Letter of Credit, the Pledging Party hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as the Pledging Party's true and lawful attorney-in-fact with full irrevocable power and authority to act in the name, place and stead of the Pledging Party or in the Secured Party's own name, from time to time in the Secured Party's discretion, but only in strict adherence to the terms set forth in the Letter of Credit, for the purpose of taking any and all action and executing and delivering any and all documents or instruments which may be necessary or desirable to accomplish the purposes of this Paragraph 19.

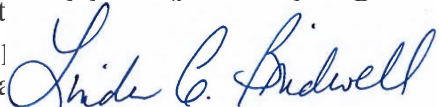
(e) **Exercise of Rights Against Performance Assurance.** In the event that: (1) an Event of Default with respect to the Pledging Party has occurred and is continuing, and all required notices have been given and any cure periods set forth in this Agreement have run; or (2) the Agreement is terminated by any Party prior to the expiration of the term, a Secured Party may exercise any one or more of the rights and remedies provided under the Agreement or as otherwise available under applicable Kentucky law, including, without limitation, exercising any one or more of the following rights and remedies:

- (i) all rights and remedies available to a secured party under the Kentucky Uniform Commercial Code and other applicable Laws with respect to the Performance Assurance held by or for the benefit of the Secured Party;
- (ii) the right to set off any Performance Assurance held by or for the benefit of the Secured Party against, and in satisfaction of, any amount payable by the Pledging Party in respect of any of its obligations; and
- (iii) the right to draw in strict adherence with the terms on any outstanding Letter of Credit issued for its benefit. A Secured Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. The Pledging Party shall in all events remain liable to the Secured Party for any amount payable by the Pledging Party in respect of any of its Obligations remaining unpaid after any such liquidation, application and set off.

(f) **Encumbrance; Grant of Security Interest.** As security for the prompt and complete payment of all amounts due or that may now or hereafter become due from a Party to the other Party of all covenants and obligations to be performed under this Agreement, each Party hereby pledges, assigns, conveys, transfers, and

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the other Parties, and hereby grants to the other Parties a present and continuing security interest in and to, and a general first lien upon and right of setoff against, all Performance Assurance which has been or may in the future be transferred to, or received by, the other Parties and each Party agrees to take such action as the other Parties reasonably request in order to perfect the other Party's continuing security interest in, and lien on (and right of setoff against), such Performance Assurance.

(g) **Guaranty.** Customer's obligations with regard to payment and the provision of Performance Assurance may be assumed by an affiliated guarantor of the Customer who shall be permitted to use its own Credit Rating from Standard & Poor's, Fitch or Moody's for purposes of calculating any Performance Assurance amounts due hereunder. Any such Guaranty shall be in a form substantially similar to that set forth in Appendix B and that is acceptable to EKPC and Cooperative in their respective sole and exclusive discretion. The Customer may substitute an affiliated entity as its Guarantor after having received the express written consent of EKPC and Cooperative, which shall not be unreasonably withheld, to do so. The existence of a Guarantor shall not relieve or excuse the Customer from any obligations set forth in this Agreement.

(h) **Customer Deposit.** In addition to all other payment and Performance Assurance obligations, the Customer shall, prior to [DATE] (and by December 31<sup>st</sup> of each subsequent year the Agreement is in effect):

(i) Pay to Cooperative a sum equal to the amount necessary to purchase a bond or secondary insurance policy equal to the amount of two times the estimated monthly average [RATE SCHEDULE] billings; or

(ii) Provide a surety bond issued by any Certified Company listed on the most recent version of the U.S. Department of the Treasury's Circular 570 naming Cooperative as the beneficiary thereof and in an amount equal to two times the estimated monthly average [RATE SCHEDULE] billings.

(j) **Early Termination Payment Calculation.**

**(i) By Customer.** The Early Customer Termination Payment shall be the sum of:

(A) **Wholesale Renewable Energy Program.** In the event that the Customer ceases operations at the Facility or otherwise stops taking service from the Facility within the Term of this Agreement, the Customer shall pay EKPC/Cooperative the levelized cost of existing renewable energy contracts less

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the forward market value of equivalent renewable energy times the prior three years' average production times the shorter of the Agreement Term or the remaining years of the renewable energy contract term(s) within 30 days from the date the Customer ceases operations at the Facility or stops taking service at the Facility; and (N)

(B) **REC Program.** In the event that the Customer fails to purchase all RECs which have been ordered pursuant to the terms of this Agreement, the Customer shall pay EKPC/Coop the difference, if positive, of the sum paid for the RECs less the current market value of the RECs within thirty (30) days from the date the Customer's payment obligation became an Event of Default.

(ii) **By EKPC.** The Early Supplier Termination Payment shall be the sum of:

(A) **Wholesale Renewable Energy Program.** In the event that EKPC defaults on its obligation to sell renewable energy to Customer, other than as a result of a Force Majeure, at any time within the Term of this Agreement, EKPC shall pay Customer the difference, if positive, of the forward market value of equivalent renewable energy less the levelized cost of contracted renewable energy times the prior three years' average production times the shorter of the Agreement Term or the remaining years of the renewable energy contract term(s) (the "Supplier Early Termination Payment") within 30 days from the date EKPC defaults on its obligation to sell renewable energy hereunder; and

(B) **REC Program.** In the event that EKPC fails to supply all RECs which have been ordered pursuant to the terms of this Agreement, EKPC shall pay Customer the difference, if positive, of the sum paid by the Customer for RECs less the current market value of the RECs within thirty (30) days from the date EKPC's obligation to supply the RECs became an Event of Default.

20. **Disputes and Adjustments of Bills.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or portion of an invoice or portion of an adjustment arising hereunder, is disputed, payment on the invoice shall be required to be made when due, with notice of the objection given (T)

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to the other Parties. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the rate of two percent (2%) over the stated rate for commercial paper as published in the *Wall Street Journal* on the date that notice of the Dispute is given, from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments. Any dispute with respect to an invoice is waived unless the other Parties are notified in accordance with this paragraph within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

21. **Resolution of Disputes.** Any dispute or need of interpretation between the Parties involving or arising under this Agreement first shall be referred for resolution to a senior representative of each Party. Upon receipt of a notice describing the dispute and designating the notifying Party’s senior representative and that the dispute is to be resolved by the Parties’ senior representatives under this Agreement, the other Parties shall promptly designate its senior representatives to the notifying Party. The senior representatives so designated shall attempt to resolve the dispute on an informal basis as promptly as practicable. If the dispute has not been resolved within thirty (30) days after the notifying Party’s notice was received by the other Parties, or within such other period as the Parties may jointly agree, the Parties may pursue any remedies available at law or in equity to enforce its rights provided in the Agreement. Notwithstanding any inconsistent provision herein, any Party may be entitled to injunctive or other equitable relief without resort to the settlement or resolution procedures set forth herein. (T)

22. **Representations and Warranties.** Each Party represents and warrants to the other Parties that: (T)

- a. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- b. it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- c. the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or any other authority applicable to it, except as set forth herein;

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- d. this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;
- e. it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;
- f. there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;
- g. no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;
- h. it is acting for its own account, has made its own independent decision to enter into this Agreement and, as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of any other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;
- i. it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all renewable energy and to purchase all RECs referred to herein; and (T)
- j. the material economic terms of this Agreement were and are subject to individual negotiation by the Parties.

23. **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of renewable energy and the sale of renewable energy is dependent upon numerous factors, including many which are beyond the control of EKPC and the Cooperative. EKPC and the Cooperative shall not be responsible or liable for any disruption or prevention of the production of renewable energy from any generation resource that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) governmental actions such as necessity for compliance with any court or administrative order, law, statute, ordinance, regulation, order, or policy having the governmental authority having jurisdiction. In the or the Cooperative to acquire or deliver the renew

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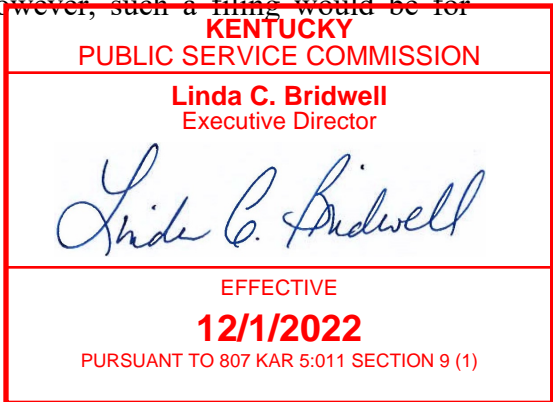
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purchased herein, the Customer agrees to accept non-renewable energy from the Cooperative under the terms and conditions of the Cooperative's tariffs and rate schedules in effect at such time(s). (T)

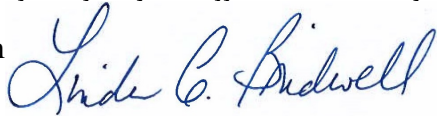
24. **Limitation of Liability.** EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT EKPC AND THE COOPERATIVE HAVE MADE NO SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE RENEWABLE ENERGY TO BE PURCHASED HEREBY OR ANY FACILITIES ASSOCIATED WITH GENERATING, TRANSMITTING OR DISTRIBUTING SAME, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY EKPC OR THE COOPERATIVE IS EXPRESSLY LIMITED TO PURCHASING REPLACEMENT POWER FROM THE COOPERATIVE AT PREVAILING TARIFFED RATES. (T)

25. **Notice.** All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each Party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested; (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Parties in writing of the change of address for notices to be sent. (T)

26. **Regulatory Approvals.** The Agreement is subject to approval by the Commission. This Agreement shall be filed with the Commission by EKPC within twenty (20) days of its full and final execution and EKPC and Cooperative agree to use reasonable efforts to obtain said approval from the Commission. However, in the event that Commission approval is not obtained within one hundred twenty (120) days, the Agreement shall be null and void. This Agreement may also be filed with the United States Rural Utilities Service, however, such a filing would be for informational purposes only. (T)



27. **No Agency.** In performing their respective obligations hereunder, no Party is acting, or is authorized to act, as agent of any other Party. (T)
28. **Forward Contract.** The Parties acknowledge and agree that all sales of renewable power hereunder constitute “forward contracts” within the meaning of the United States Bankruptcy Code. (T)
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. (T)
30. **Waiver of Trial by Jury. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.** (T)
31. **Jurisdiction.** Each party agrees that any suit, action, dispute or other proceeding arising out of the Agreement or any transaction contemplated by the Agreement shall be heard in, and hereby irrevocably submits to the exclusive jurisdictions of the Circuit Court of Clark County, and the United States District Court for the Eastern District of Kentucky, Lexington Division, and the related appellate courts. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth in the Agreement shall be effective service of process for any actions, suit, dispute or other proceeding described herein. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the aforementioned courts and hereby and thereby further irrevocably and uncon

  
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to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

- 32. **Governing Law.** This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Kentucky, without regard to the principles of conflicts of laws thereof. (T)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

<CUSTOMER>

**SOUTH KENTUCKY RECC**

(T)

\_\_\_\_\_  
CUSTOMER NAME (please print)

\_\_\_\_\_  
<CO-OP REPRESENTATIVE NAME AND TITLE> (please print)

(T)

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
SIGNATURE

(T)

**EAST KENTUCKY POWER COOPERATIVE, INC.**

\_\_\_\_\_  
<TITLE>, EAST KENTUCKY POWER COOPERATIVE, INC. (please print)

\_\_\_\_\_  
SIGNATURE



**APPENDIX A**

**ORDER SUMMARY**

Customer's Average Annual Energy Consumption = \_\_\_\_\_ MWhs per year (T)

Amount of Renewable Energy to be Purchased = \_\_\_\_\_ MWhs per year

Equivalent MWs of Capacity to be Purchased = \_\_\_\_\_ MWs

Types of Renewable Energy to be Purchased (check all that apply):

\_\_\_\_\_ Solar

\_\_\_\_\_ Wind

\_\_\_\_\_ Hydro

\_\_\_\_\_ Landfill Methane Gas

\_\_\_\_\_ Biomass

\_\_\_\_\_ Lowest priced REC from any resource type

(N)

Amount of Renewable Energy Credits to be Purchased (Choose One) =

\_\_\_\_\_ % of Customer's monthly energy consumption\*\*;

\_\_\_\_\_ Dollars per month; or

\_\_\_\_\_ MegaWatt Hours per month\*\*

Types of Renewable Energy Credits to be Purchased (check all that apply):

\_\_\_\_\_ Solar \_\_\_\_\_ % of RECs

\_\_\_\_\_ Wind \_\_\_\_\_ % of RECs

\_\_\_\_\_ Hydro \_\_\_\_\_ % of RECs


\_\_\_\_\_ Landfill Methane Gas \_\_\_\_\_ % of RECs

\_\_\_\_\_ Biomass \_\_\_\_\_ % of RECs

\*\* REC Price requiring additional approval: \$ \_\_\_\_\_

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APPENDIX B

(N)

FORM OF GUARANTY

GUARANTY AGREEMENT

This is a GUARANTY AGREEMENT (the "Guaranty Agreement"), dated and effective as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between: East Kentucky Power Cooperative, Inc., a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 ("EKPC"), South Kentucky RECC, a Kentucky corporation with its principal offices at 200 Electric Avenue, Somerset, Kentucky 42501 ("Cooperative"); and \_\_\_\_\_, a \_\_\_\_\_ corporation with its principal offices at \_\_\_\_\_ ("Guarantor").

Recitals

WHEREAS [CUSTOMER]. ("Customer") has entered into a Commercial and Industrial Renewable Energy Program Purchase Power Agreement (the "Industrial Power Agreement"), dated \_\_\_\_\_, with EKPC and Cooperative, pursuant to which Customer has made certain promises and covenants and has certain payment and performance assurance obligations; and

WHEREAS the Industrial Power Agreement requires Customer. to post varying amounts of performance assurance under certain circumstances involving its credit rating from Standard & Poor's or Moody's; and

WHEREAS Customer may use the credit rating of an affiliate who agrees to guaranty its payment and performance assurance obligations under the Industrial Power Agreement; and

WHEREAS, Guarantor, a corporate affiliate, parent, subsidiary or other entity or entities under common control with Customer, agrees to be Customer's guarantor under the Industrial Power Agreement, thereby substituting its credit rating for that of Customer and reducing the amount of performance assurance required under the Industrial Power Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Guaranty of Payment and Performance.** The Guarantor, intending to be bound as an accommodation party for Customer, absolutely and unconditionally guarantees to EKPC and Cooperative, their respective successors, endorsees, transferees and assigns, the prompt performance by Customer of all of Customer's payment and performance assurance obligations under the Industrial Power Agreement (collectively, the "Guaranteed Obligations").

2. **Obligations Unconditional.** This is an unconditional payment and performance. If for any reason Customer fails to ob undertake or condition (whether affirmative or negative) in the

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be performed or observed by Customer, or if any event of default occurs thereunder and any required notice has been given and any cure period has run, the Guarantor shall promptly perform or observe or cause to be performed or observed each such obligation, undertaking or condition, or be responsible for the damages occasioned by such default, regardless of any set-off or counterclaim which Customer may have or assert, and regardless of whether or not EKPC or Cooperative, or anyone on their behalf, shall have instituted any suit, action or proceeding or exhausted their remedies or taken any steps to enforce any rights against Customer, or any other person to compel such performance or to collect all or any part of such amount pursuant to the provisions of the Industrial Power Agreement, or at law or in equity, or otherwise, and regardless of any other condition or contingency. The liability of the Guarantor shall be for the entire amount of the Guaranteed Obligations, jointly and severally with that of Customer.

3. **Waivers and Agreements.** The Guarantor hereby unconditionally:

(a) Waives any requirement that EKPC or Cooperative first seeks to enforce its remedies against Customer or any other person or entity before seeking to enforce this Guaranty Agreement against the Guarantor.

(b) Covenants that the Guarantor’s obligations under this Guaranty Agreement will not be discharged except by complete payment and performance of all the Guaranteed Obligations existing under the Industrial Power Agreement.

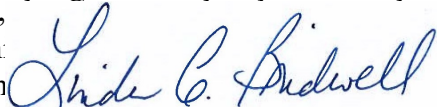
(c) Agrees that this Guaranty Agreement shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of, the Industrial Power Agreement; or any limitation of the liability of Customer thereunder; or any limitation on the method or terms of payment or performance assurance thereunder which may now or hereafter be caused or imposed in any manner whatsoever.

(d) Waives any obligation that EKPC or Cooperative might otherwise have to marshal assets or to proceed against any particular persons or assets in any particular order.

**IT IS THE INTENTION OF THE GUARANTOR THAT THIS AGREEMENT CONSTITUTE AN ABSOLUTE AND UNCONDITIONAL GUARANTY IN ANY AND ALL CIRCUMSTANCES, AND THIS GUARANTY AGREEMENT SHALL BE DISCHARGED ONLY BY THE PERFORMANCE IN FULL OF ALL OF THE GUARANTEED OBLIGATIONS.**

4. **Waiver of Notice.** The Guarantor waives notice of acceptance of this Guaranty Agreement by EKPC and Cooperative, notice of execution and delivery of this Guaranty Agreement, and any other guaranty agreement, or any instrument referred to in such documents. The Guarantor further waives, to the fullest extent permitted by applicable law, each and every notice to which the Guarantor would otherwise be entitled under principles of guaranty or suretyship law. Without limiting the generality of the foregoing, waives all notices and defenses whatsoever with respect to the Guaranteed Obligations, including, but not lim

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Linda C. Bridwell  
Executive Director



EFFECTIVE  
**12/1/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Cooperative’s acceptance of this Guaranty Agreement or its intention to act, or its action, in reliance upon this Guaranty Agreement; notice of the present existence or future incurring by Customer of any of its Guaranteed Obligations or any other obligations or liability or any terms or amount thereof or any change therein; notice of any default (whether to the Guaranteed Obligations or of any other obligation or liability) by Customer or any accommodation party, co-maker, surety, pledgor, mortgagor, grantor of security, any other guarantor(s) or any other person or entity; notice of the obtaining or release of any guaranty or surety agreement (in addition to this Guaranty Agreement), pledge, mortgage, security interest, assignment, or other security for any of the Guaranteed Obligations; notice of dishonor; notice of nonpayment; notice of acceleration of the Guaranteed Obligations; notice of the making of a demand for payment of the liability or obligations of Customer; presentment and notice of presentment; protest and notice of protest; demand and notice of demand; nonpayment and notice of nonpayment; notice of the disposition of any collateral held to secure the Guaranteed Obligations; and any other notice required by law or otherwise.

5. **Subrogation.** The Guarantor agrees not to exercise any right which may have been acquired by way of subrogation under this Guaranty Agreement, by any payment made hereunder or otherwise, unless and until all of the Guaranteed Obligations, including, but not limited to, all obligations, undertaking or conditions to be performed or observed by Customer pursuant to the Industrial Power Agreement, shall have been performed, observed or paid in full. If any payment shall be made to the Guarantor on account of such subrogation rights at any time when such obligations, undertakings or conditions have not been performed, observed or paid in full, the Guarantor shall pay each and every such amount to EKPC or Cooperative if any amount is outstanding under the Industrial Power Agreement, to be credited and applied upon any of the obligations, undertakings or conditions to be performed, observed or paid pursuant to the Guaranty Agreement.

6. **Maximum Aggregate Liability and Termination.** For purposes of KRS 371.065: (a) the amount of the maximum aggregate liability of the Guarantor hereunder is the sum of all payment and performance assurance obligations of Customer as specified and calculated in the Industrial Power Agreement, plus all interest accruing on the Guaranteed Obligations and fees, charges and costs of collecting the Guaranteed Obligations, including reasonable attorneys’ fees; and (b) this Guaranty Agreement shall remain in full force and effect until, and shall terminate on the date which the Industrial Power Agreement also terminates; provided, however, that termination of this Guaranty Agreement on such termination date shall not affect in any manner the liability of the Guarantor with respect to: (i) claims by EKPC or Cooperative against Customer which arise under the Industrial Power Agreement prior to such termination date; or (ii) Guaranteed Obligations created or incurred prior to such termination date, and extensions or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, such Guaranteed Obligations prior to, on or after such termination date.

7. **Miscellaneous.**

(a) This Guaranty Agreement shall be binding on the Guarantor’s successors and assigns, and shall inure to the benefit of the Guarantor and Cooperative and their respective successors, transferees and assigns.

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

EFFECTIVE <b>12/1/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

holder of any indebtedness, obligation or liability of Customer constituting all or a portion of the Guaranteed Obligations.

(b) EKPC and Cooperative may enforce this Guaranty Agreement with respect to one or more breaches either separately or cumulatively.

(c) This Guaranty Agreement may not be modified or amended without the prior written consent of each Party hereto, and any attempted modification or amendment without such consent shall be void.

(d) This Guaranty Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws (without regard to the conflicts of laws rules) of the Commonwealth of Kentucky.

(e) If any part, term or provision of this Guaranty Agreement is unenforceable or prohibited by any law applicable to this Guaranty Agreement, the rights and obligations of the Parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or if it is totally unenforceable, as if this did not contain that particular part, term or provision. A determination in one jurisdiction that any part, term or provision of this Guaranty Agreement is unenforceable or prohibited by law does not affect the validity of such part, term or provision in any other jurisdiction.

(f) The headings in this Guaranty Agreement have been included for ease of reference only and shall not be considered in the construction or interpretation of this Agreement.


(g) This Guaranty Agreement may be signed by each Party hereto upon a separate copy, and in such case, one counterpart of this Guaranty Agreement shall consist of enough of such copies to reflect the signature of each Party.

(h) This Guaranty Agreement may be executed by each party in multiple counterparts, each of which shall be deemed an original. It shall not be necessary in making proof of this Guaranty Agreement or its terms to account for more than one such counterpart.

(i) In the event that any of the Guaranteed Obligations arise out of or are evidenced by more than one obligation or liability of Customer to EKPC or Cooperative, this Guaranty Agreement may be enforced as to each separate liability or obligation constituting a Guaranteed Obligation, either separately or cumulatively.

(j) Guarantor acknowledges and agrees that any suit, action or proceeding with respect to or arising out of this Guaranty Agreement shall only be brought in the Circuit Court of Clark County Kentucky, or Pulaski County, Kentucky, and the United States District Court for the Eastern District of Kentucky, Lexington Division, and the related appellate court; and Guarantor hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and Guarantor waives any other p of domicile. Guarantor hereby irrevocably waives any objecti hereafter have to the laying of venue of any suit, action or proced

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PUBLIC SERVICE COMMISSION**  
Linda C. Bridwell  
Executive Director



**EFFECTIVE  
12/1/2022  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

above-described courts or that any such suit, action or proceeding has been brought in an inconvenient forum. (N)

**(k) TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHT GUARANTOR NOW HAS, OR MAY HAVE IN THE FUTURE, TO A TRIAL BY JURY ON ANY CLAIM, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY AGREEMENT.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

**EAST KENTUCKY POWER  
COOPERATIVE, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SOUTH KENTUCKY RECC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**[GUARANTOR]**

By: \_\_\_\_\_

Title: \_\_\_\_\_



SOUTH KENTUCKY R.E.C.C  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
16th REVISED SHEET NO. T-21  
CANCELLING P.S.C. KY NO. 7  
15th REVISED SHEET NO. T-21

CLASSIFICATION OF SERVICE  
**COGENERATION AND SMALL POWER PRODUCTION**

POWER PURCHASE RATE SCHEDULE  
OVER 100 kW FROM DISPATCHABLE GENERATION SOURCES

**AVAILABILITY**

Available only to qualified cogeneration or small power production facilities with a design capacity of over 100 kW which have executed a contract with South Kentucky Rural Electric Cooperative Corporation and East Kentucky Power Cooperative, Inc. ("EKPC") for the purchase of electric power by EKPC. Qualified cogeneration or small power production facilities must be able to be dispatched by EKPC. Non-dispatchable qualified cogeneration or small power production facilities are covered under a separate tariff. Pursuant to Federal Energy Regulatory Commission ("FERC") regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is no longer obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over 5MW.

**RATES**

The rates set forth below shall be used as the basis for negotiating a final purchase rate with qualifying facilities pursuant to Section 7 of 807 KAR 5:054.

1. Capacity - Qualifying Facility ("QF") may elect to receive capacity payments. Capacity payments will be modified by the applicable technology-specific Effective Load Carry Capability ("ELCC") published by PJM Interconnection, LLC ("PJM") for each base residual auction ("BRA") delivery year. Capacity payments are expressed in \$/kW-year.

2-year contract      \$0

5-year contract	2024	2025	2026	2027	2028
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82

2. Energy – A Qualifying Facility ("QF") will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC's market participation costs.

**TERMS AND CONDITIONS**

1. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is no longer obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over 5 MW.

DATE OF ISSUE:      MARCH 31, 2023

DATE EFFECTIVE:    Service rendered on and after OCTOBER 31, 2023

ISSUED BY: /s/      Kevin Newton,  
Interim President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2023-00153  
DATED OCTOBER 31, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/31/2023**

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

(T)  
(N)

(R)



SOUTH KENTUCKY R.E.C.C  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
7th REVISED SHEET NO. T-22  
CANCELLING P.S.C. KY NO. 7  
6th REVISED SHEET NO. T-22

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OVER 100 kW FROM DISPATCHABLE GENERATION SOURCES (continued)

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**TERMS AND CONDITIONS**

2. All power from a Qualifying Facility (“QF”) will be sold only to EKPC.
3. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
4. QF shall provide reasonable default protection for EKPC and South Kentucky Rural Electric Cooperative Corporation. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF. (T)  
(N)
5. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
6. QF shall reimburse EKPC and South Kentucky Rural Electric Cooperative Corporation for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
7. QF shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury - \$1,000,000.00
  - b. Property Damage - \$500,000.00
8. Initial contract term shall be for a minimum of two years. (T)
9. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
10. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
11. A QF electing to receive capacity payments is responsible for the cost of all facilities on QF’s site to meet and maintain eligibility as a PJM interconnection, LLC (“PJM”) capacity resource and the QF is subject to all non-performance cost levied by PJM or Successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF’s facility. (T)
12. In negotiating a final purchase rate, consideration shall be given to the factors affecting purchase rates as set forth in 807 Kar 5:054, Section 7(5)(a).
13. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE: MARCH 31, 2023


DATE EFFECTIVE: Service rendered on and after OCTOBER 31, 2023

ISSUED BY: /s/ Kevin Newton,  
Interim President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2023-00153  
DATED OCTOBER 31, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/31/2023**

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



SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
6th REVISED SHEET NO. T-23  
CANCELLING P.S.C. KY NO. 7  
5th REVISED SHEET NO. T-23

(D)

**RESERVED FOR FUTURE USE**

DATE OF ISSUE: OCTOBER 29, 2021  
DATE EFFECTIVE: Service rendered on and after NOVEMBER 1, 2021  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00198  
DATED OCTOBER 26, 2021.

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE</b> <b>10/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
16th REVISED SHEET NO T-24  
CANCELLING P.S.C. KY NO. 7  
15th REVISED SHEET NO. T-24

**CLASSIFICATION OF SERVICE  
COGENERATION AND SMALL POWER PRODUCTION**

**POWER PURCHASE RATE SCHEDULE  
EQUAL TO OR LESS THAN 100 kW FROM DISPATCHABLE GENERATION SOURCES**

**AVAILABILITY**

Available only to qualified cogeneration or small power production facilities with a design capacity of 100 kW or less which have executed a contract with South Kentucky Rural Electric Cooperative Corporation and East Kentucky Power Cooperative, Inc. (“EKPC”) for the purchase of electric power by EKPC. Qualified cogeneration or small power production facilities must be able to be dispatched by EKPC. Non-dispatchable qualified cogeneration or small power production facilities are covered under a separate tariff.

**RATES**

- Capacity - Qualifying Facility (“QF”) may elect to receive capacity payments. Capacity payments will be modified by the applicable technology-specific Effective Load Carry Capability (“ELCC”) published by PJM Interconnection, LLC (“PJM”) for each base residual auction (“BRA”) delivery year. Capacity payments are expressed in \$/kW-year.

2-year contract	\$0				
5-year contract	2024	2025	2026	2027	2028
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82

- Energy – A Qualifying Facility (“QF”) will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC’s market participation costs.

(T)  
(N)  
↓  
(R)

**TERMS AND CONDITIONS**

- All power from a Qualifying Facility (“QF”) will be sold only to EKPC.
- Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.

DATE OF ISSUE: MARCH 31, 2023

DATE EFFECTIVE: Service rendered on and after OCTOBER31, 2023

ISSUED BY: /s/ Kevin Newton,  
Interim President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2023-00153  
DATED OCTOBER 31, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
10/31/2023**

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
7th REVISED SHEET NO T-25  
CANCELLING P.S.C. KY NO. 7  
6th REVISED SHEET NO. T-25

EQUAL TO OR LESS THAN 100 kW FROM DISPATCHABLE GENERATION SOURCES (continued)

**TERMS AND CONDITIONS**

3. QF shall provide reasonable default protection for EKPC and South Kentucky Rural Electric Cooperative Corporation. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF. (T)  
(N)
4. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
5. QF shall reimburse EKPC and South Kentucky Rural Electric Cooperative Corporation for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
6. QF shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury - \$1,000,000.00
  - b. Property Damage - \$500,000.00
7. Initial contract term shall be for a minimum of two years. (T)
8. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
9. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
10. A QF electing to receive capacity payments is responsible for the cost of all facilities on QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance cost levied by PJM or Successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. (T)
11. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE: MARCH 31, 2023


DATE EFFECTIVE: Service rendered on and after OCTOBER 31, 2023

ISSUED BY: /s/ Kevin Newton,  
Interim President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2023-00153  
DATED OCTOBER 31, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
10/31/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
6th REVISED SHEET NO T-26  
CANCELLING P.S.C. KY NO. 7  
5th REVISED SHEET NO. T-26

(D)

RESERVED FOR FUTURE USE

DATE OF ISSUE: OCTOBER 29, 2021  
DATE EFFECTIVE: Service rendered on and after NOVEMBER 1, 2021  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00198  
DATED OCTOBER 26, 2021.

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE</b> <b>10/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
7  
42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
6th REVISED SHEET NO. T-26.1  
CANCELLING P.S.C. KY NO.  
SOMERSET, KENTUCKY  
5th REVISED SHEET NO. T-26.1

**CLASSIFICATION OF SERVICE  
COGENERATION AND SMALL POWER PRODUCTION**

**POWER PURCHASE RATE SCHEDULE  
OVER 100 kW FROM NON-DISPATCHABLE GENERATION SOURCES**

**AVAILABILITY**

Available only to qualified cogeneration or small power production facilities that are not able to be dispatched by East Kentucky Power Cooperative (“EKPC”) which have executed a contract with EKPC and South Kentucky Rural Electric Cooperative Corporation for the purchase of electric power by EKPC. Pursuant to Federal Energy Regulatory Commission (“FERC”) regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is no longer obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over 5 MW.

**RATES**

1. Capacity - Qualifying Facility (“QF”) may elect to receive capacity payments. Capacity payments will be modified by the applicable technology-specific Effective Load Carry Capability (“ELCC”) published by PJM Interconnection, LLC (“PJM”) for each base residual auction (“BRA”) delivery year. Capacity payments are expressed in \$/kW-year.

2-year contract	\$0				
5-year contract	2024	2025	2026	2027	2028
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82

2. Energy – A Qualifying Facility (“QF”) will be credited monthly for the electric power produced by non-dispatchable generation facilities at the value of the real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC’s market participation costs.

**TERMS AND CONDITIONS**

1. Pursuant to FERC regulations 18 C.F.R. §§ 292.303(a), 292.309, and 292.310, EKPC is no longer obligated to purchase electric energy and/or capacity from qualifying cogeneration or small power production facilities with a net capacity of over 5 MW.

DATE OF ISSUE: MARCH 31, 2023  
DATE EFFECTIVE: Service rendered on and after October 31, 2023  
ISSUED BY: /s/ Kevin Newton,  
Interim President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2023-00153  
DATED OCTOBER 31, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
10/31/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(T)  
(N)  
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(R)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
2ND REVISED SHEET NO. T-26.2  
CANCELLING P.S.C. KY NO. 7  
1ST REVISED SHEET NO. T-26.2

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OVER 100 kW FROM NON-DISPATCHABLE GENERATION SOURCES (continued)

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**TERMS AND CONDITIONS**

2. All power from a QF will be sold only to EKPC.
3. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
4. QF shall provide reasonable default protection for EKPC and South Kentucky Rural Electric Cooperative Corporation. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF. (T)  
(N)
5. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices.
6. QF shall reimburse EKPC and South Kentucky Rural Electric Cooperative Corporation for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
7. QF shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury - \$1,000,000.00.
  - b. Property Damage - \$500,000.00
8. Initial contract term shall be for a minimum of two years. (T)
9. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
10. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
11. A QF electing to receive capacity payments is responsible for the cost of all facilities on the QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. (T)
12. In negotiating a final purchase rate, consideration shall be given to the factors affecting purchase rates as set forth in 807 KAR 5:054, Section 7(5)(a).
13. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

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DATE OF ISSUE: MARCH 31, 2023


DATE EFFECTIVE: Service rendered on and after October 31, 2023

ISSUED BY: /s/ Kevin Newton,  
Interim President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2023-00153  
DATED OCTOBER 31, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/31/2023**

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
6th REVISED SHEET NO. T-26.3  
CANCELLING P.S.C. KY NO. 7  
5th REVISED SHEET NO. T-26.3

**CLASSIFICATION OF SERVICE  
COGENERATION AND SMALL POWER PRODUCTION**

**POWER PURCHASE RATE SCHEDULE**  
**100 kW OR LESS FROM NON-DISPATCHABLE GENERATION SOURCES**

**AVAILABILITY**

Available only to qualified cogeneration or small power production facilities that are not able to be dispatched by East Kentucky Power Cooperative (“EKPC”) which have executed a contract with EKPC and South Kentucky Rural Electric Cooperative Corporation for the purchase of electric power by EKPC.

**RATES**

- 1. Capacity - Qualifying Facility (“QF”) may elect to receive capacity payments. Capacity payments will be modified by the applicable technology-specific Effective Load Carry Capability (“ELCC”) published by PJM Interconnection, LLC (“PJM”) for each base residual auction (“BRA”) delivery year. Capacity payments are expressed in \$/kW-year.

2-year contract	\$0				
5-year contract	2024	2025	2026	2027	2028
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82

- 2. Energy – A Qualifying Facility (“QF”) will be credited monthly for the electric power produced by non-dispatchable generation facilities at the value of the real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. These payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC’s market participation costs.

**TERMS AND CONDITIONS**

- 1. All power from a QF will be sold only to EKPC.
- 2. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
- 3. QF shall provide reasonable default protection for EKPC and South Kentucky Rural Electric Cooperative Corporation. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF.
- 4. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and general accepted utility practices.

DATE OF ISSUE: MARCH 31, 2023  
DATE EFFECTIVE: Service rendered on and after OCTOBER 31, 2023  
ISSUED BY: /s/ Kevin Newton,  
Interim President & Chief Executive Officer  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2023-00153  
DATED OCTOBER 31, 2023.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
*Linda C. Bridwell*  
**EFFECTIVE  
10/31/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
2ND REVISED SHEET NO. T-26.4  
CANCELLING P.S.C. KY NO. 7  
1ST REVISED SHEET NO. T-26.4

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100 kW OR LESS FROM NON-DISPATCHABLE GENERATION SOURCES (Continued)

**TERMS AND CONDITIONS**

5. QF shall reimburse EKPC and South Kentucky Rural Electric Cooperative Corporation for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.
6. QF shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury - \$1,000,000.00.
  - b. Property Damage - \$500,000.00
7. Initial contract term shall be for a minimum of two years. (T)
8. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
9. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
10. A QF electing to receive capacity payments is responsible for the cost of all facilities on the QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. (T)
11. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

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DATE OF ISSUE: MARCH 31, 2023

DATE EFFECTIVE: Service rendered on and after OCTOBER 31, 2023

ISSUED BY: /s/ Kevin Newton,  
Interim President & Chief Executive Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2023-00153  
DATED OCTOBER 31, 2023.



**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, 1<sup>st</sup> REVISED SHEET NO. T-27

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**CLASSIFICATION OF SERVICE**

**TOUCHSTONE ENERGY HOME - DSM**

**PURPOSE**

In an effort to improve new residential home energy performance, South Kentucky Rural Electric Cooperative Corporation has designed the Touchstone Energy Home Program. This program provides guidance during the building process to guarantee a home that is  $\geq$  25-30% more efficient than the Kentucky standard built home. The standard built new home in rural Kentucky typically receives a 105 on the Home Energy Rating System ("HERS") Index.

**AVAILABILITY**

This program is available to residential members served by South Kentucky Rural Electric Cooperative Corporation.

**ELIGIBILITY**

To qualify as a Touchstone Energy Home under South Kentucky Rural Electric Cooperative Corporation program, the participating single-family home must be located in the service territory of South Kentucky Rural Electric Cooperative Corporation and must meet the program guidelines following one of the two available paths of approval. Multi-family dwellings pre-approved by East Kentucky Power Cooperative, Inc. may be eligible.

**PRESCRIPTIVE PATH**

- Home must meet each efficiency value as prescribed by South Kentucky Rural Electric Cooperative Corporation.
- Home must receive pre-drywall inspection and complete South Kentucky Rural Electric Cooperative Corporation's pre-drywall checklist (contact the Energy Advisor at South Kentucky Rural Electric Cooperative Corporation for a copy of the checklist)
- Home must receive a final inspection, pass a whole house air leakage test and duct leakage test.
- Primary source of heat must be an Air Source Heat Pump  $\geq$  current ENERGY STAR<sup>®</sup> specification for Seasonal Energy Efficiency Ratio "SEER" and Heating Season Performance Factor "HSPF" or Geothermal.
- Water Heater must be an electric storage tank water heater that is  $\geq$  current Energy and Water conservation standards established by the Federal Department of Energy "DOE".

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**DATE OF ISSUE:** December 13, 2019

**DATE EFFECTIVE:** March 2, 2019

**ISSUED BY:** /s/ Kevin Newton  
Interim President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2019-00060 dated November 26, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/2/2019**

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

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, 1<sup>st</sup> REVISED SHEET NO. T-28

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**CLASSIFICATION OF SERVICE**

**TOUCHSTONE ENERGY HOME DSM (con't)**

**PERFORMANCE PATH**

- Home must receive a HERS Index score of  $\leq 75$  (At least 30% more efficient than the KY standard built home)
- Home must receive pre-drywall inspection and complete South Kentucky Rural Electric Cooperative Corporation's pre-drywall checklist. (contact the Energy Advisor at South Kentucky Rural Electric Cooperative Corporation for a copy of the checklist)
- Home must receive a final inspection, pass a whole house air leakage test and duct leakage test.
- Primary source of heat must be an Air Source Heat Pump  $\geq$  current Energy and Water conservation standard established by the Federal DOE or Geothermal.
- Home must pass current energy code requirements established in the KY Residential Code.
- Water Heater must be an electric storage tank water heater that is  $\geq$  current Energy and Water conservation standard established by the Federal DOE.

**INCENTIVE**

South Kentucky Rural Electric Cooperative Corporation will provide an incentive of \$750 to residential members that build their new home to meet the requirements of either the Prescriptive or Performance Paths, as listed above.

**TERM**

The program is an ongoing program.

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**DATE OF ISSUE:** December 13, 2019

**DATE EFFECTIVE:** March 2, 2019

**ISSUED BY:** /s/ Kevin Newton  
Interim President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2019-00060 dated November 26, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/2/2019**

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

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, 1<sup>st</sup> REVISED SHEET NO. T-28.1

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**RESERVED FOR FUTURE USE**

**DATE OF ISSUE:** December 29, 2023  
**DATE EFFECTIVE:** January 28, 2024  
**ISSUED BY:** /s/ Kevin Newton  
Interim President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 2/1/2024</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, ORIGINAL SHEET NO. T-29

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**RESERVED FOR FUTURE USE**

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**DATE OF ISSUE:** January 30, 2019

**DATE EFFECTIVE:** March 1, 2019

**ISSUED BY:** /s/ Dennis Holt  
President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2019-00060 dated February 27, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, ORIGINAL SHEET NO. T-30

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**RESERVED FOR FUTURE USE**

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**DATE OF ISSUE:** January 30, 2019

**DATE EFFECTIVE:** March 1, 2019

**ISSUED BY:** /s/ Dennis Holt  
President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2019-00060 dated February 27, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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

**SOUTH KENTUCKY R.E.C.C.**

FOR: ENTIRE TERRITORY SERVED  
P.S.C. NO. 7  
1<sup>st</sup> REVISED SHEET NO. T-31

Cancelling P.S.C. KY NO. 7, ORIGINAL SHEET NO. T-31

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**RESERVED FOR FUTURE USE**

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**DATE OF ISSUE:** January 30, 2019

**DATE EFFECTIVE:** March 1, 2019

**ISSUED BY:** /s/ Dennis Holt  
President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2019-00060 dated February 27, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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



**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, ORIGINAL SHEET NO. T-32

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**RESERVED FOR FUTURE USE**

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**DATE OF ISSUE:** January 30, 2019

**DATE EFFECTIVE:** March 1, 2019

**ISSUED BY:** /s/ Dennis Holt  
President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2019-00060 dated February 27, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
3rd REVISED SHEET NO. T-33  
CANCELLING P.S.C. KY. NO.7  
2nd REVISED SHEET NO. T-33

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**CLASSIFICATION OF SERVICE**

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**BUTTON-UP WEATHERIZATION PROGRAM - DSM**

**PURPOSE**

The Button-Up Weatherization Program offers an incentive for reducing the heat loss of a home. The member may qualify for this incentive by improving attic insulation and reducing the air leakage of their home or by sealing their HVAC duct system.

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**AVAILABILITY**

This program is available to residential members served by South Kentucky Rural Electric Cooperative Corporation.

**ELIGIBILITY**

This program is targeted at older single-family, multi-family or manufactured dwellings. Eligibility requirements are:

- Home must be 2 years old or older to qualify for the incentive.
- Primary source of heat must be electricity.

The Button Up incentive will promote the reduction of energy usage through air sealing on the part of members. Typical air sealing could include caulking, improved weather stripping, sealing attic accesses, etc. To receive this incentive either an EKPC approved contractor or South Kentucky Rural Electric Cooperative Corporation representative must perform a “pre” and “post” blower door test to measure actual Btuh reduced.

The attic insulation portion of the Button Up incentive will promote the reduction of energy usage on the part of the members. Heat loss calculation of Btuh reduced will be made by using either the Manual J 8<sup>th</sup> Edition or through other methods approved by EKPC. Heat loss calculations in Btuh are based on the winter design temperature. In order to receive an incentive for attic insulation, an air seal must be completed.

The HVAC duct sealing portion of the Button up is a standalone measure that can be utilized to air seal HVAC duct systems located in un-heated spaces. Air sealing ducts with traditional mastic sealers is an effective way to lower energy costs.

- Limited to homes that have accessible centrally ducted heating systems in unconditioned areas.
- Initial duct leakage must be greater than 10cfm per 100ft<sup>2</sup>
- Contractor or Co-op Representative are required to conduct a “pre” and “post” blower door test to verify reductions. Only contractors trained or pre-approved by EKPC may be used.
- Duct leakage per system must be reduced to less than 8cfm per 100ft<sup>2</sup> (Ex: Duct system serves 1200ft. 1200ft<sup>2</sup>/100= 12 x 8cfm= Duct Seal Target of 96cfm)
- All joints in the duct system must be sealed with foil tape and duct mastic. Foil tape alone does not qualify as properly sealing the duct system.

For homes that have two or more separately ducted heat systems, each system will qualify independently for the incentive.

(N)(T)

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**DATE OF ISSUE:** June 17, 2022  
**DATE EFFECTIVE:** Service rendered on or after July 16, 2022  
**ISSUED BY: /s/** Kenneth E. Simmons  
President & Chief Executive Officer

<p><b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b></p>
<p><b>Linda C. Bridwell</b> Executive Director</p> 
<p><b>EFFECTIVE</b> <b>7/16/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p>

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
ORIGINAL SHEET NO. T-34

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**CLASSIFICATION OF SERVICE**

**BUTTON-UP WEATHERIZATION PROGRAM – DSM (Cont.)**

**INCENTIVES**

The Button Up incentive will pay a total payment of \$40 per thousand Btuh reduced to the member up to the maximum rebate incentive of \$750.

The HVAC duct sealing portion of the Button Up program will pay a \$400 incentive to residential members (or their contractor) that meets the eligibility requirements for duct sealing listed above.

(N)(T)  
(N)(T)

**TERM**

The program is an ongoing program.

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**DATE OF ISSUE:** June 17, 2022  
**DATE EFFECTIVE:** Service rendered on or after July 16, 2022  
**ISSUED BY: /s/** Kenneth E. Simmons  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 7/16/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, 2<sup>nd</sup> REVISED SHEET NO. T-35

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**CLASSIFICATION OF SERVICE**

**HEAT PUMP RETROFIT PROGRAM - DSM**

**PURPOSE**

The Heat Pump Retrofit Program provides incentives for residential members to replace their existing resistance heat source with a heat pump.

**AVAILABILITY**

This program is available to residential members served by South Kentucky Rural Electric Cooperative Corporation.

**ELIGIBILITY**

This program is targeted to members who currently heat their home with a resistance heat source; this program is targeted to site built homes, manufactured homes, and multi-family dwellings. Eligibility requirements are:

- Incentive only applies when homeowner's primary source of heat is an electric resistance heat furnace, ceiling cable heat, baseboard heat or electric thermal storage.
- Existing heat source must be at least 2 years old.
- New manufactured homes are eligible for the incentive.
- Two (2) maximum incentive payments per location, per lifetime for centrally ducted systems.
- Ducted and Ductless mini-splits applying for the incentive will be incentivized at a rate of \$250 per indoor head unit up to a maximum of three head units per location, per lifetime.
- Participants in the Heat Pump Retrofit Program are not eligible for participation in the ENERGY STAR<sup>®</sup> Manufactured Home Program.

**INCENTIVES**

Homeowners replacing their existing resistance heat source with a heat pump will qualify for the following incentive based on the equipment type:

<u>Equipment Type</u>	<u>Rebate</u>
Centrally Ducted Systems:	
Current Energy Conservation Standard established by the Federal Department of Energy "DOE"	\$500
Current ENERGY STAR <sup>®</sup> level equipment or greater	\$750
Mini Split System:	
Ducted or Ductless Mini-splits ENERGY STAR <sup>®</sup> Level equipment or greater	\$250

**TERM**

The program is an ongoing program.

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**DATE OF ISSUE:** December 13, 2019

**DATE EFFECTIVE:** March 2, 2019

**ISSUED BY:** /s/ Kevin Newton  
Interim President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2019-00060 dated November 26, 2019.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

FOR: ENTIRE TERRITORY SERVED  
P.S.C. NO. 7  
1<sup>st</sup> REVISED SHEET NO. T-36

Cancelling P.S.C. KY NO. 7, ORIGINAL SHEET NO. 36

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**RESERVED FOR FUTURE USE**

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**DATE OF ISSUE:** January 30, 2019

**DATE EFFECTIVE:** March 1, 2019

**ISSUED BY:** /s/ Dennis Holt  
President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2019-00060 dated February 27, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

CLASSIFICATION OF SERVICE

(N)

Section DSM – 10

Electric Thermal Storage Incentive Program

Purpose

The Electric Thermal Storage (“ETS”) Incentive program provides retail members with a cost-efficient means of using electricity for space heating. A discounted rate for ETS energy encourages retail members to use electricity for heating during off-peak hours. This improves the utility’s load factor, reduces energy costs for the retail member, and delays the need for new peak load capacity expenses.

Availability

This program is available to residential members in all service territory served by South Kentucky RECC.

Eligibility

The ETS heater must replace one of the following primary sources of heat: 1) heat pump that is at least 10 years old; 2) baseboard heat; 3) ceiling cable heat; 4) electric furnace; 5) wood burning heat source; or 6) propane. Also eligible are ETS heaters that are being installed to heat a room addition to an existing home (e.g. finished basement.)

Incentive

South Kentucky RECC will pay a \$500 incentive to the retail customer that meets the eligibility requirements.

Term

The program is an ongoing program.

DATE OF ISSUE: April 30, 2012 DATE EFFECTIVE: Service rendered on and after May 31, 2012

ISSUED BY Allen Anderson TITLE President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2011-00148 Dated November 29, 2011.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>5/31/2012</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7 ORIGINAL SHEET NO. T-37.1

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**RESERVED FOR FUTURE USE**

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**DATE OF ISSUE:** January 30, 2019

**DATE EFFECTIVE:** March 1, 2019

**ISSUED BY:** /s/ Dennis Holt  
President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2019-00060 dated February 27, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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



**SOUTH KENTUCKY R.E.C.C.**

Cancelling P.S.C. KY NO. 7, ORIGINAL SHEET NO. T-37.11

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**RESERVED FOR FUTURE USE**

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**DATE OF ISSUE:** January 30, 2019

**DATE EFFECTIVE:** March 1, 2019

**ISSUED BY:** /s/ Dennis Holt  
President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2019-00060 dated February 27, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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

DSM Pilot

N

Residential Electric Vehicle Off-Peak Charging Program

Applicability

In all territories of South Kentucky RECC

Availability

The Residential EV Off-Peak Charging Program is available to end-use retail members ("retail member") in the service territory of South Kentucky RECC and includes energy reporting from electric vehicles or compatible electric vehicle supply equipment ("EVSE").

The Residential EV Off-Peak Charging Program will be a three year pilot ending June 30, 2026. South Kentucky RECC reserves the right to restrict the number of retail members in the pilot.

Purpose

The Residential Electric Vehicle ("EV") Off-Peak Charging Program will encourage the reduction of growth in peak demand resulting from the adoption of EVs, allow South Kentucky RECC to utilize its system more efficiently, and promote the adoption of EVs.

Eligibility

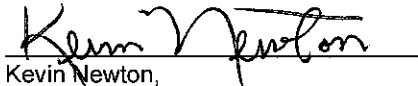
To qualify for this program, the retail member's residence must be located in the service territory of South Kentucky RECC and be on their Schedule A residential rate. The retail member must utilize level 2 EVSE. Eligibility may be denied when the EV or the EVSE is not compatible with or does not function properly with the energy software platform utilized for this program.

The retail member may either own or rent the residence where the qualifying EVSE or EV will be charging.

The retail member is responsible for obtaining the permission of the owner of the rented residence to participate in the Residential Electric Vehicle Off-Peak Charging Program.

Program Incentives

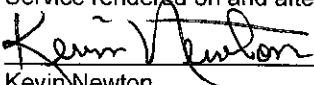
South Kentucky RECC will provide a \$.02 per-kwh credit on the retail member's bill each month for the registered EVs charging energy (kWhs) that occurs during the off-peak hours at the participant's residence. The off-peak hours are from 10:00 PM to the following 6:00 AM Eastern Prevailing Time ("EPT") for all days of the year. The credit will be applied to the bill after all charges are applied pursuant to the applicable residential electric rate of South Kentucky RECC

DATE OF ISSUE: October 23, 2023  
DATE EFFECTIVE: Service rendered on and after December 1, 2023  
ISSUED BY:   
Kevin Newton,  
Interim President and Chief Executive Officer

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE</b> <b>12/1/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Terms and Conditions**

1. Prior to joining the program, South Kentucky RECC may inspect the retail member's EVSE to insure compatibility with the energy software platform, but South Kentucky RECC shall not be responsible for the installation, repair or maintenance of the EVSE or the EV.
2. Retail members may join the program at any time during the year.
3. If a retail member decides to withdraw from the program, South Kentucky RECC will endeavor to implement the change as soon as possible.

**DATE OF ISSUE:** October 23, 2023  
**DATE EFFECTIVE:** Service rendered on and after December 1, 2023  
**ISSUED BY:**   
Kevin Newton,  
Interim President and Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 12/1/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY R.E.C.C.**

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
1<sup>st</sup> REVISED SHEET NO. T-37.22

Cancelling P.S.C. KY NO. 7, ORIGINAL SHEET NO. T-37.22

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**RESERVED FOR FUTURE USE**

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**DATE OF ISSUE:** January 30, 2019

**DATE EFFECTIVE:** March 1, 2019

**ISSUED BY:** /s/ Dennis Holt  
President & Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2019-00060 dated February 27, 2019.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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

FOR Entire Territory Served  
Community, Town or City

P.S.C. KY. NO. 7

Original SHEET NO. T-38

CANCELING P.S.C. KY. NO. \_\_\_\_\_

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

South Kentucky RECC  
PO Box 910  
Somerset, KY 42502

CLASSIFICATION OF SERVICE

**PREPAY METERING PROGRAM**

STANDARD RIDER

This Prepay Electric Service is a rider to Rate Schedule A (Residential, Farm and Non-Farm Service) as defined by the Cooperative.

AVAILABILITY OF SERVICE

All Rate Schedule A (Residential, Farm and Non-Farm Service) accounts, excluding accounts on Levelized budget billing, auto draft, net metering, three phase accounts, and accounts greater than 200 amp service, within the territory of the Cooperative.

TYPE OF SERVICE

Prepaid Electric Service

RATES:

In addition of the Customer Charge and kWh charge for Rate Schedule A (Residential), there will be:

Monthly Program Fee \$ 9.00 (\$0.30 per day)

TERMS AND CONDITIONS

Prepay Electric Service is a voluntary program. Members who qualify for this program as defined above in "AVAILABILITY OF SERVICE" may choose to voluntarily enroll their electric account(s) in this program. All members who participate in the Prepay Electric Service are subject to the following:

1. An agreement for Prepay Electric Service must be signed by the member (for joint memberships, only one member is required to sign the agreement) for each account enrolling in the Prepay Electric Service. The term of the agreement is for one year.

DATE OF ISSUE November 15, 2013

DATE EFFECTIVE November 15, 2013

ISSUED BY /s/ Edward Allen Anderson  
(Signature of Officer)

TITLE President /CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

INCASENO. 2013-00198 DATED 11-15-2013



FOR Entire Territory Served  
Community, Town or City

P.S.C. KY. NO. 7

Original SHEET NO. T-39

CANCELING P.S.C. KY. NO. \_\_\_\_\_

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

**South Kentucky RECC**  
**PO Box 910**  
**Somerset, KY 42502**

CLASSIFICATION OF SERVICE

**PREPAY METERING PROGRAM – CONTINUED**

2. To participate in the voluntary prepay program, members must confirm that he/she can receive communications from the cooperative, either by cellular telephone (texting) or electronically (e-mail).
3. At the time an account becomes a prepay account, the recommended initial payment for electricity is \$100. Members may apply funds to their prepay account(s) as they choose and as many times per month as they choose.
4. Members may apply funds to their prepay account(s) by most methods as post pay and as listed on South Kentucky Rural Electric Cooperative's (SKRECC) website, [www.skrecc.com](http://www.skrecc.com), under the Prepay Electric.
5. If a member elects to enroll an account in prepay and has a deposit on the account, the deposit will be applied to the account before the account changes to prepay. Any credit remaining on the account will be applied to the prepay account. However, if the member has another account(s) which has neither a satisfactory credit history nor a sufficient deposit, the remaining credit will be transferred as a deposit to the unsecured account(s). This deposit will only be refunded by applying it to the member's account(s) as described.
6. If a member elects to enroll an account in prepay, the total amount of any existing payment arrangements/contracts will be applied to the account so the full unpaid balance will be reflected on the prepay account.
7. Once enrolled in the prepay service, no additional payment arrangements will be made.
8. If a member's post pay account has been disconnected for non-payment and the member chooses the prepay option for the account to be reconnected, the member will be subject to a prepayment plan whereas future payments will be split 70/30 until the unpaid debt is retired. Under this provision, the member will be applying 30% of any funds paid on the prepay account to the

DATE OF ISSUE November 15, 2013

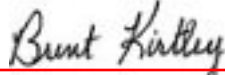
DATE EFFECTIVE November 15, 2013

ISSUED BY /s/ Edward Allen Anderson  
(Signature of Officer)

TITLE President/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

INCASENO. 2013-00198 DATED 11-15-2013

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

EFFECTIVE
<b>11/15/2013</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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**CLASSIFICATION OF SERVICE**

**PREPAY METERING PROGRAM (con't)**

unpaid debt. The remaining 70% of the funds will be applied to daily usage on the account.

9. A new member, who previously received service from SKRECC and discontinued service without paying his/her final bill, (i.e. an uncollectible account/bad debt) will be required to pay a minimum of 75% of the past due amount prior to establishing prepay service. The remaining balance will be subject to the 70/30 split until the unpaid debt is retired.
10. Prepay accounts will be billed at least once a day to show the remaining funds on the account. If a meter reading is not available, the account will be estimated for that day. In addition a month end billing will be done for any unbilled miscellaneous charges such as green power. Charges such as program fee, customer charge, kWh, fuel adjustment, environmental surcharge, applicable taxes, franchise fees and outdoor lights will be prorated daily. (T)
11. Prepay accounts will not be subject to deposits, late fees, disconnect fees, and reconnect fees.
12. For a member who requests their account to be changed from prepay to post pay, a deposit will be required as listed in SKRECC's rules and regulations as found on the Public Service Commission's Website, [www.psc.gov](http://www.psc.gov) under Tariffs, South Kentucky RECC.
13. If a payment on a prepay account is returned for any reason, the account is subject to the return payment charge listed in SKRECC's Rules and Regulations. In addition, if an outstanding balance is transferred from another account, the amount of the transfer will be debited to the prepay account. The member will have to apply funds to the account to cover the transfer to keep the account from disconnecting due to a negative balance. (T)  
(T)
14. If a prepay account is disconnected due to lack of funds or any other reason, the Cooperative shall be held harmless for any damages due to loss of energy services. Likewise, if the account is disconnected and the member applies funds to the prepay account thus causing the account to be reconnected, the member accepts full responsibility for any damages to the location caused by the account being disconnected and/or reconnected.

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**DATE OF ISSUE:** JULY 13, 2022


**DATE EFFECTIVE:** JUNE 30, 2022

**ISSUED BY:** /s/ Kenneth E. Simmons  
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**6/30/2022**

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



**SOUTH KENTUCKY R.E.C.C.**  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
1ST REVISED SHEET NO. T-41  
Cancelling P.S.C. KY NO. 7  
ORIGINAL SHEET NO. T-41

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**CLASSIFICATION OF SERVICE**

**PREPAY METERING PROGRAM (con't)**

15. A monthly paper bill will not be mailed to members who receive prepay service. However, they may request a copy of their transaction report or may view it online through SKRECC's website, [www.skrecc.com](http://www.skrecc.com).
16. Due to the prepay status of an account, a delinquent notice will not be mailed on prepay accounts as the account should never be in arrears.
17. When the amount of funds remaining on a prepay account reaches the established threshold of \$25 an automated message (text and/or email) will be sent to the member rather than a written notice sent by U.S. Mail.
18. All voluntary prepay accounts will not be eligible for Winter Hardship Reconnect, Certificate of Need, or Medical Certificate as outlined in 807 KAR 5:006, Sections 14, 15, and 16. If a member on a prepay account presents a Certificate of Need, a Medical Certificate or qualifies for a Winter Hardship Reconnect, the member will be required to transfer to a post pay account.
19. A prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather/temperature as the member is responsible for ensuring that the prepay account is adequately funded. If the member cannot ensure proper funding, SKRECC recommends the member not utilize the prepay service.
20. A prepay account will be disconnected immediately in cases of theft, tampering, or hazardous code violation.
21. Members who voluntarily choose the prepay service are subject to all rules and regulations outlined in the Cooperative's tariffs and bylaws unless specifically noted above.
22. The term of the prepay agreement for Prepay Electric Service is for a period of one year. However, if there is no usage on the prepay electric service for 90 days or more, the electric service may be disconnected. If this occurs, the member will need to reapply for electric service in order to have service restored.

(N)  
(N)  
(N)  
(N)

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**DATE OF ISSUE:** JULY 13, 2022


**DATE EFFECTIVE:** JUNE 30, 2022

**ISSUED BY:** /s/ Kenneth E. Simmons  
President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2021-00407  
DATED JUNE 30, 2022

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**

**6/30/2022**

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

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
1ST REVISED NO. T-42  
CANCELLING P.S.C. KY NO. 7  
ORIGINAL SHEET NO. T-42

CLASSIFICATION OF SERVICE

SECTION DSM-13

COMMUNITY ASSISTANCE RESOURCES  
FOR ENERGY SAVINGS PROGRAM

PURPOSE

South Kentucky Rural Electric Cooperative Corporation’s Community Assistance Resources for Energy Savings (“CARES”) program provides an incentive to enhance the weatherization and energy efficiency services provided to its retail members (“end-use member”) by the Kentucky Community Action Agency (“CAA”) network of not-for-profit community action agencies or by Kentucky’s non-profit affordable housing organization (“AHO”). On behalf of the end-use member, South Kentucky Rural Electric will pass along an East Kentucky Power Cooperative, Inc. (“EKPC)-provided incentive to the CAA or AHO. South Kentucky’s program has two primary objectives. First, the EKPC-provided incentive, passed along by South Kentucky to the CAA or AHO, will enable the CAA or AHO to accomplish additional energy efficiency improvements in each home. Second, this incentive will assist the CAA or AHO in weatherizing more homes. (T)

AVAILABILITY

This U.S. Department of Energy’s Weatherization Assistance Program is available to end-use members who qualify for weatherization and energy efficiency services through their local CAA in all service territories served by South Kentucky Rural Electric.

Weatherization and energy efficiency services provided by Kentucky’s AHO’s are also available to retail members in all service territories served by South Kentucky RECC. (T)

ELIGIBILITY

**Agency Qualifications**

- CAA’s and AHO’s must be registered with the IRS as 501(c)(3) non-profit organizations and work to improve housing affordability for low to moderate income Kentuckians. (T)

**Homeowner Qualifications**

- A participant must be an end-use member of South Kentucky Rural Electric Cooperative Corporation. (T)
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of the U.S. Department of Energy’s (“DOE”) Weatherization Assistance Program administered by the local CAA or the AHO. Household income cannot exceed the designated poverty guidelines administered by the CAA or AHO. (T)
- A participant must dwell in either a Heat Pump-Eligible Home or a Heat Pump-Ineligible Home. For purposes of this tariff: (T)

DATE OF ISSUE: JUNE 17, 2022  
DATE EFFECTIVE: JULY 16, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
*Linda C. Bridwell*  
**EFFECTIVE**  
**7/16/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
1ST REVISED NO. T-43  
CANCELLING P.S.C. KY NO. 7  
ORIGINAL SHEET NO. T-43

CLASSIFICATION OF SERVICE

SECTION DSM-13

COMMUNITY ASSISTANCE RESOURCES  
FOR ENERGY SAVINGS PROGRAM

ELIGIBILITY (CONT.)

(T)

A Heat Pump-Eligible Home is a single family or multi-family individually metered residential dwelling that utilizes electricity as the primary source of heat or that switches from wood as its primary source of heat to an electric furnace; and

A Heat Pump-Ineligible Home is a single family or multi-family individually metered residential dwelling (that does not utilize electricity as the primary source of heat but cools the home with central or window unit air conditioners. Each Heat Pump-ineligible home must also have an electric water heater and use an average of 500 kWh monthly from November to March.

PAYMENTS

**Heat Pump Eligible Homes**

South Kentucky will pass along an EKPC-provided incentive to the CAA or AHO at the rates detailed below. The maximum incentive possible per household is \$2,000, which can be reached by using any combination of the following improvements not to exceed their individual maximums:

(T)

- **HEAT PUMP:**  
Upgrading from a low-efficiency electric heat source to a heat pump will be reimbursed at a rate of 100% of the total incremental cost (material + labor) up to a maximum of \$2,000 per household. Incremental cost is the additional cost of upgrading from a low-efficiency electric heat source to a heat pump above and beyond any costs associated with the electric furnace. The existing heat source must be electric (or switching from wood to electric) to qualify.
- **WEATHERIZATION IMPROVEMENTS:**  
Any of the following weatherization improvements made to the home will be reimbursed at a rate of 50% of a CAAs' or AHO's cost (material + labor), up to a maximum of \$1,000:
  - Insulation
  - Air sealing
  - Duct sealing, insulating, and repair
  - Water heater blanket

(T)

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by South Kentucky at a rate of 10%.

(T)

DATE OF ISSUE: JUNE 17, 2022  
DATE EFFECTIVE: JULY 16, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
EFFECTIVE <b>7/16/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY NO. 7  
1ST REVISED NO. T-44  
CANCELLING P.S.C. KY NO. 7  
ORIGINAL SHEET NO. T-44

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CLASSIFICATION OF SERVICE

SECTION DSM-13

COMMUNITY ASSISTANCE RESOURCES  
FOR ENERGY SAVINGS PROGRAM

**HEAT PUMP INELIGIBLE HOMES**

South Kentucky will pass along an EKPC-provided incentive to the CAA or AHO at the rates detailed below. The maximum incentive possible per household is \$750, which can be reached by using any combination of the following improvements not to exceed the maximum: (T)

- WEATHERIZATION IMPROVEMENTS:  
Any of the following weatherization improvements made to the home will be reimbursed at a rate of 25% of a CAA's or AHO's cost (material + labor) up to a maximum of \$750: (T)
  - Insulation
  - Air sealing
  - Duct sealing, insulating, and repair
  - Water heater blanket

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by the owner-member at a rate of 10%. (T)

TERM

The program is an ongoing program.

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DATE OF ISSUE: JUNE 17, 2022  
DATE EFFECTIVE: JULY 16, 2022  
ISSUED BY: /s/ Kenneth E. Simmons,  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 7/16/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SOUTH KENTUCKY RECC  
SOMERSET, KENTUCKY 42501

CLASSIFICATION OF SERVICE

SCHEDULE CS

COMMUNITY SOLAR POWER GENERATION

(N)

APPLICABLE

In all territory served by South Kentucky Rural Electric Cooperative Corporation ("South Kentucky RECC").

AVAILABILITY

Community Solar Power is available to South Kentucky RECC's End-Use Cooperative Members ("Customer") on a voluntary basis, upon request, and on a first-come, first-served basis up to the capacity available to South Kentucky RECC from East Kentucky Power Cooperative ("EKPC").

LICENSE ARRANGEMENT

Each Customer participating in this program shall enter into a Community Solar Farm Solar Panel License Agreement ("License Agreement") with South Kentucky RECC, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to South Kentucky RECC a license fee upon entering into a License Agreement for a portion of the capacity of the solar generating facility. The license fee shall equal the net present value of the capital and financing costs of each participating Customer's percentage of the solar generating facility.

The Customer may offset up to one hundred percent (100%) of his or her energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.

METERING

EKPC shall provide metering services, without any cost to the South Kentucky RECC or Customer for metering equipment, through a standard kilowatt-hour metering system that will be located at the point of delivery of electricity generated by the solar generation facility. For purposes of determining the amount of energy generated by the Customer's licensed percentage of the solar generation facility, the total net energy output of the solar generation facility shall be multiplied by the Customer's proportional licensed interest in the solar generation facility.

DATE OF ISSUE: January 31, 2017  
MONTH/DATE/YEAR

DATE EFFECTIVE: March 2, 2017  
MONTH/DATE/YEAR

ISSUED BY: Allen Anderson  
SIGNATURE OF OFFICER

TITLE: President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews  
EXECUTIVE DIRECTOR**

*Talina R. Mathews*

EFFECTIVE

**3/2/2017**

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



SOUTH KENTUCKY RECC  
SOMERSET, KENTUCKY 42501

CLASSIFICATION OF SERVICE

(N)

PANEL PRODUCTION CREDITS

Participating Customers will be credited monthly by South Kentucky RECC for the electric power produced by solar panels licensed by the participating Customer at the value of the real-time locational marginal price for energy set by PJM Interconnection, LLC ("PJM") at the EKPC Office Substation node during each hour of the day. A participating Customer shall also be entitled to receive the value of capacity payments received by EKPC as determined in the applicable PJM Base Residual Auction for the portion of the community solar farm licensed to the participating Customer.

A participating Customer shall elect whether any Solar Renewable Energy Credits or any other environmental attributes ("SRECs") associated with energy generated by the solar generation facility shall be sold by EKPC or retired. A participating Customer who elects to sell the SRECs will receive a corresponding credit on his or her electric bill from South Kentucky RECC. The credit for those SRECs will accumulate over a calendar year and will be credited to the Customer in equal installments over a twelve (12) month period beginning on April 1<sup>st</sup> of the following year, along with interest accrued at the rate set forth by the Commission for customer deposits.

Costs for operating, maintaining, insuring and paying taxes on the solar generating facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth below. In the event that any significant investment (i.e. a replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.

The net amount of the Panel Production Credit will be determined by taking the sum of the capacity credit, energy credit and SREC credit (if applicable) and subtracting from said sum operations and maintenance expense.

At no time, shall South Kentucky RECC be required to convert the Panel Production Credit to cash. Any excess Panel Production Credits can be carried forward to offset a later billed amount.

FUEL ADJUSTMENT CLAUSE

The fuel adjustment clause is not applicable to the Community Solar Power Generation program.

DATE OF ISSUE: January 31, 2017  
MONTH/DATE/YEAR

DATE EFFECTIVE: March 2, 2017  
MONTH/DATE/YEAR

ISSUED BY: Allen Anderson  
SIGNATURE OF OFFICER

TITLE: President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Talina R. Mathews EXECUTIVE DIRECTOR</b> <i>Talina R. Mathews</i>
<b>EFFECTIVE 3/2/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

SOUTH KENTUCKY RECC  
SOMERSET, KENTUCKY 42501

CLASSIFICATION OF SERVICE

(N)

ENVIRONMENTAL SURCHARGE

The environmental surcharge is not applicable to the Community Solar Power Generation program.

TRANSFER/TERMINATION

If the Customer moves to a new location within South Kentucky RECC's service territory the credit may be transferred to the new location. If the Customer moves to a new location outside South Kentucky RECC's service territory or his or her membership in South Kentucky RECC is terminated for any reason, the Customer may transfer the license and credits to another Customer within South Kentucky RECC's service territory within sixty (60) days following the termination of membership or service. If the license is not transferred within sixty (60) days, the license shall be terminated and South Kentucky RECC may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to South Kentucky RECC at the time of termination of membership or service, South Kentucky RECC may continue to accrue the Panel Production Credit to reduce and eliminate the outstanding balance prior to making any designated transfer of the license to a different service address or customer. The Customer is responsible for informing South Kentucky RECC of any changes in the service location for which the credits are to be associated.

COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

Any Customer desiring to license one or more solar panels in the Community Solar Farm must first enter into the License Agreement (a copy of which is attached hereto and incorporated herein by reference as if set forth fully herein) and tender to South Kentucky RECC the requisite license fee. The license fee shall thereafter be transferred to EKPC within three (3) business days.

DATE OF ISSUE: January 31, 2017  
MONTH/DATE/YEAR

DATE EFFECTIVE: March 2, 2017  
MONTH/DATE/YEAR

ISSUED BY: *Allen Anderson*  
SIGNATURE OF OFFICER

TITLE: President & CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Talina R. Mathews EXECUTIVE DIRECTOR</b> <i>Talina R. Mathews</i>
<b>EFFECTIVE 3/2/2017 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>



# COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between South Kentucky Rural Electric Cooperative Corporation, with its principal place of business at 925-929 North Main Street, P.O. Box 910, Somerset, Kentucky 42501 (“Cooperative”), and the following identified person (“Customer”), who is a Member of Cooperative:

Customer/Licensee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Service Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

## 1. License.

1.1. Subject to the terms and conditions set forth in this Agreement, Cooperative hereby grants to Customer a license (each, a “License”) to receive the Panel Production Credits (as defined below) allocated to each of the following solar panels identified by Serial Number (each, a “Solar Panel”) during the Term:

Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____

(If additional panels are licensed, attach additional sheets listing the Serial Number(s) as necessary.)

1.2. The foregoing solar panel(s) will be in service at East Kentucky Power Cooperative, Inc.’s (“EKPC”) Community Solar Facility (“Solar Facility”) located at 4775 Lexington Road, Winchester, Kentucky. Cooperative, as a Member of EKPC has been granted the right to license said panels. Customer acknowledges and agrees that EKPC retains sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel. Customer also acknowledges that EKPC may replace a Solar Panel with any make, model, brand or type of solar panel as EKPC may elect in its sole discretion on notice to Cooperative of such change. In the event a Solar Panel is replaced, updated information, including the new Serial Number, make, model and specifications of the Solar Panel will be provided to Cooperative by EKPC. Cooperative *Jalina R. Matthews* is new information to Customer.

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**Talina R. Matthews**  
**EXECUTIVE DIRECTOR**

**EFFECTIVE**  
**3/2/2017**  
**PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

- 1.3. During the Term (as defined below), Customer will receive the Panel Production Credit for each Solar Panel as a credit on Customer's monthly bill for electricity provided by Cooperative at the Service Address set forth above (the "Service Address"), which address must be located within Cooperative's service territory.

Only metered residential, commercial and industrial accounts will be permitted to receive the Panel Production Credit. Exterior lighting accounts are not eligible to participate in the program. A separate License Agreement with a Customer is required for each specific Service Address.

The License granted to the Customer hereunder is limited to the receipt of the Panel Production Credits referred to above, and includes no other rights except as specified herein.

2. **Consideration.** As consideration for the License granted to Customer pursuant to this Agreement, the Customer will pay to Cooperative a license fee in the sum of \$460.00, per Solar Panel listed above. Said fee shall be delivered and payable to Cooperative, upon the execution of this Agreement, (the "License Fee").
3. **Term.** Each License shall be effective beginning on the date of this Agreement, and will continue for a period of twenty-five (25) years ("the "Term"), subject to early termination as provided in this Agreement.
4. **Cooperative Obligations.** Cooperative agrees to:
  - 4.1. Provide Customer with any updates in the event of any changes pursuant to Section 1.2 of this Agreement.
  - 4.2. Relay any necessary information to Customer regarding the operation and maintenance of the community solar facility it receives from EKPC. Cooperative will not be the owner or operator or provide any maintenance on the community solar facility and is only able to offer participation to its customers because of its Membership status with EKPC. Each solar panel subject to this License will remain the sole property of EKPC. EKPC will be the sole loss payee listed on any insurance policies related to the solar panel(s) listed in this Agreement.
5. **Panel Production Credits.** The Panel Production Credit for each Solar Panel will be defined, calculated and distributed as follows:
  - 5.1. For each solar panel licensed by the Customer, the Customer shall receive a monthly Panel Production Credit consisting of: A) the sum of: 1) the Final Energy Production Credit; 2) the Panel Capacity Credit; and, 3) if elected, the Solar Renewable Energy Credit ("SREC"); minus B) an Operations and Maintenance Debit. Each of these components shall be based upon the panel production and costs attributable to the Customer's licensed solar panels.

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Talina R. Mathews  
EXECUTIVE DIRECTOR

*Talina R. Mathews*

EFFECTIVE  
**3/2/2017**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 5.2. **Final Energy Production Credit:** The actual electric energy production for the entire Community Solar Facility will be recorded in kilowatt hours on a monthly basis (“Facility Power Production”). This Facility Power Production will then be allocated to each Solar Panel by dividing the Facility Power Production by the total number of active solar panels in the Community Solar Facility to determine the Final Energy Production Credit. This Final Energy Production Credit is the basis for the energy portion of the Panel Production Credit applied to the Customer’s bill. The monthly credit applied to Customer’s bill will be the Final Energy Production Credit for each Solar Panel licensed by Customer pursuant to this Agreement multiplied by the value of the real-time locational marginal price for energy at the EKPC Office Substation node during each hour of the day as established by PJM Interconnection, LLC (“PJM”).
- 5.3 **Panel Capacity Credit:** The capacity value of the entire Community Solar Facility shall be determined by the applicable PJM Base Residual Auction for capacity and associated rules and tariffs of PJM. The capacity value of the entire Community Solar Facility shall be divided by the total number of active panels in the Community Solar Facility to determine the Panel Capacity Credit. The Panel Capacity Credit shall be determined on an annual basis and credited to the Customer in twelve equal installments.
- 5.4 **Solar Renewable Energy Credit:** Customer understands and agrees that EKPC will  sell or  retire (choose one) any SRECs associated with the solar panel(s) covered under this Agreement. The value of any SRECs sold in a calendar year that are attributable to the entire Community Solar Facility will be credited in an amount proportional to the Customer’s licensed capacity in the Community Solar Facility, in equal monthly amounts, to the Customer’s electric utility bill the following calendar year, starting April 1 of the following year through March 31 of the next year. (For example, any SRECs sold or retired in 2016 would be credited to the Customer’s account on a monthly basis beginning April 1, 2017 through March 31, 2018.). The Customer shall be paid interest on the accumulated SREC sales at the rate established by the Kentucky Public Service Commission for customer deposits. ***If the Customer elects to have the SRECs retired, the Customer will not receive the SREC credit. If the Customer elects to sell the SRECs, the Customer forfeits the right to claim production of solar energy.***
- 5.5 **Operations and Maintenance Debit:** Costs for operating, maintaining, insuring and paying taxes on the solar generation facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth above. In the event that any significant investment (i.e. replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.
- 5.6 The Panel Production Credit will be set forth each month as a credit on the Customer’s bill, beginning with the bill covering the next full billing cycle. *Talina R. Mathews* Attorney of: A) the date of execution of this Agreement; or B) the date the solar generating facility is deemed operational by EKPC. At no time shall Cooperative be required to convert

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**  
*Talina R. Mathews*  
**EFFECTIVE**  
**3/2/2017**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



the Panel Production Credit to cash. Any excess Panel Production Credit can be carried forward to offset a later billed amount.

5.7 Unless the Customer agrees, in writing, to transfer the Panel Production Credit arising from this Agreement to another approved address in accordance with Section 8 of this Agreement, the Panel Production Credit will remain associated with the Service Address identified in Section 1.3 regardless of occupancy or ownership changes at that location. In the event the applicable service location associated with this Agreement is removed and/or not in service, the Customer must contact Cooperative to determine the service address to which the Panel Production Credits will be assigned. Until the Panel Production Credits are assigned, any accruing Panel Production Credits will be forfeited.

6. **Solar Panel License Cancellation and Termination.** In the event that the: A) Customer ceases to be a Member of Cooperative and fails to timely transfer this Agreement to another member of Cooperative in accordance with Section 8 of this Agreement; or B) Customer's service is disconnected for any lawful reason, Cooperative may elect to cancel the License for one or more of the Customer's licensed solar panels. Such cancellation will occur as follows:

6.1. Cooperative will notify Customer of Cooperative's election to exercise its cancellation right, and such notification will include the Solar Panel Serial Number for each License to be cancelled (the "Cancellation Notice"). The Cancellation Notice shall be set forth in writing.

6.2 Cooperative shall refund the license fee paid by the Customer in an amount of the license fee multiplied by a factor of  $0.92^n$ , where n is the number of full plus partial years the license was in effect prior to cancellation. The Customer shall also be entitled to any accrued Panel Production Credits that existed as of the date of cancellation. However, if there is any outstanding balance owed to Cooperative, then Cooperative may retain the license fee and continue to accrue Panel Production Credits to reduce and eliminate the outstanding balance.

6.3 The cancellation shall be effective as of the date that the Cancellation Notice is delivered by Cooperative.

6.4 At the end of the twenty-five (25) year Term, this Agreement shall terminate without further action by either Party and the Customer shall not be entitled to any cancellation refund.

6.5 Upon cancellation of a license or the termination of this Agreement, Cooperative will have no further obligations to Customer with regard to the Community Solar Facility, the Solar Panel(s) or the Panel Production Credits.

7. **Additional Acknowledgements.** The Parties further acknowledge 

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Talina R. Mathews  
EXECUTIVE DIRECTOR

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- 7.1. Customer will not have access to the Community Solar Facility or any Solar Panel, for any purpose, unless otherwise agreed to in advance by Cooperative and EKPC in their sole discretion. EKPC will have sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel.
- 7.2. Customer may license multiple Solar Panels, provided, however, that the Service Address cannot be credited with more than one hundred percent (100%) of its energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.
- 7.3. Customer may not require Cooperative to repurchase the License for any Solar Panel. In the event Customer desires to assign or transfer the License for one or more Solar Panels), Cooperative may provide Customer with reasonable assistance in finding an assignee or transferee for such License, but Cooperative is under no obligation to provide such assistance, to find an assignee, or to permit Customer to assign the License other than in compliance with this Agreement.
- 7.4. Except as expressly provided in this Agreement, Customer may not sell, assign, gift, bequeath or otherwise transfer any License for a Solar Panel to any other individual or entity.
- 7.5. **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of solar energy and the sale of solar energy, generation capacity and SRECs is dependent upon numerous factors, including many which are beyond the control of Cooperative or EKPC. Neither Cooperative nor EKPC shall be responsible for any disruption or prevention on the production of solar energy from the licensed Solar Panels that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third-parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) governmental actions such as necessity for compliance with any court or administrative order, law, statute, ordinance, regulation, order, or policy having the effect of law promulgated by a governmental authority having jurisdiction.

7.6 **Limitation of Liability.** EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER COOPERATIVE NOR EKPC HAVE MADE ANY SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE OPERATION, PRODUCTION, CONFIGURATION, LIFECYCLE OR ANY OTHER ASPECT OF THE LICENSED SOLAR PANEL(S) INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN, CUSTOMER

**KENTUCKY**  
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*Talina R. Mathews*  
**EXECUTIVE DIRECTOR**  
*Talina R. Mathews*  
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**3/2/2017**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY COOPERATIVE IS EXPRESSLY LIMITED TO THE RETURN OF THE LICENSE FEE(S) TENDERED TO COOPERATIVE IN AN AMOUNT PROPORTIONATE TO THE NUMBER OF YEARS REMAINING ON THE LICENSE GRANTED HEREIN.

8. **Transfer/Assignment.** Subject to the provisions of this Section 8, and with advance written notice to Cooperative, a Customer may elect to: (a) change the Service Address for which the Panel Production Credit for one or more Solar Panels will apply, provided such Service Address is within Cooperative's service territory and associated with the Customer, or (b) assign this Agreement to another individual or entity provided such assignee's Service Address is located within Cooperative's service territory and the individual or entity is a Member of Cooperative. Customer will notify Cooperative of such change or assignment in writing at least thirty (30) days prior to the effective date of such change. This notice shall include:

- Customer's name and mailing address;
- A copy of the original License Agreement;
- The Serial Number for each applicable Solar Panel;
- The current Service Address;
- The new Service Address (if applicable);
- The name of the individual or entity to whom Customer is assigning this Agreement, (if applicable);
- Acknowledgment of Customer's surrender of the applicable License and any further Panel Production Credits associated with the assigned Solar Panel(s); and
- The effective date of such assignment.

Upon assignment of any License for a Solar Panel, the Customer will surrender all right, title and interest in and to such License. Customer further acknowledges and agrees that such assignment does not extend the Term of the License or this Agreement.

In the event that a Customer's membership in Cooperative ceases for reasons other than those set forth in Section 8 shall be made within sixty (60) days of termination of membership. If a transfer does not occur within sixty (60) days, the license shall be terminated in accordance with Section 6 of this Agreement.

**KENTUCKY**  
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**Jalina R. Mathews**  
**EXECUTIVE DIRECTOR**  
*Jalina R. Mathews*  
**EFFECTIVE**  
**3/2/2017**  
**PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

9. **Notice.** All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested; (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Party in writing of the change of address for notices to be sent.
  
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
  
11. **Governing Law.** This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Kentucky, without regard to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first written above.

South Kentucky Rural Electric Cooperative  
Corporation

\_\_\_\_\_  
CUSTOMER NAME (please print)

\_\_\_\_\_  
SOUTH KENTUCKY RECC REPRESENTATIVE  
NAME AND TITLE (please print)

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
SIGNATURE





## SOUTH KENTUCKY RECC AGREEMENT FOR PARTICIPATION IN PREPAY PROGRAM

Member Name _____	Home Phone _____
Account No. _____	Cell Phone _____
Service Address _____	Cell Phone Carrier _____
_____	E-Mail _____

The undersigned (hereinafter called the "Member") hereby applies for participation in the voluntary Prepay Program offered to members of South Kentucky RECC (Hereinafter called the "Cooperative"), and agrees with the Cooperative to the following terms and conditions:

1. The member shall purchase electric energy from the Cooperative in accordance with the present and any future rate schedule of the Cooperative on a Prepay basis for the above-referenced account.
2. The member understands that the terms and conditions set forth in the member's Application for Membership and Electric Service continue to apply in addition to the terms and conditions for this Agreement and Prepay Program, subject, however, to any changes set forth in the Agreement.
3. The member shall pay any membership and fees as applicable by the Cooperative bylaws and the Cooperative Rules and Regulations as approved by the Kentucky Public Service Commission as may be required for the member to participate in the Prepay Electric Service Program.
4. Any deposit fee previously paid by the member to the Cooperative will be applied to the member's outstanding balance at the commencement of participation in the Prepay Program and any credit remaining after application of the deposit fee shall be applied to the member's Prepay account balance. However, if the member has another account(s) which does not have a satisfactory credit history, the remaining credit will be applied to the unsecured account(s). The deposit will only be refunded by applying it to the member's account(s) as described.
5. The member confirms that he/she can receive automated messages, (text and/or email) to be eligible for the prepay program.
6. As a result of participation in the Prepay Program, the member will not be mailed a monthly paper bill for electric usage or other applicable fees or charges. However, the member may request a copy of their transaction report or view the bill online through the Cooperative's website, [www.skrecc.com](http://www.skrecc.com).
7. The member shall pay an additional daily program fee. This amount will be in addition to the charges included in the Cooperative's rate schedule.
8. Funds may be added to the account by most methods listed on the Cooperative's website, [www.skrecc.com](http://www.skrecc.com).
9. If a member changes any contact information (i.e. e-mail address, phone number, etc.) provided on this agreement, it is the responsibility of the member of any such changes immediately in writing. It is the member's responsibility to use their own communication devices.
10. When the amount of funds remaining on a Prepay account reaches the established threshold of \$25, an automated message (text and/or email) will be sent to the member. A traditional, written notice sent by U.S. Mail will not be sent.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

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**6/30/2022**

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

11. The member shall be responsible for regularly monitoring the balance on the Prepay account and understands that electric service will be subject to disconnection without any written notification from the Cooperative to the member once the balance of the account reaches a negative amount.
12. Levelized budget billing, automatic payment draft, net metering, and ancillary services are not eligible for Prepay.
13. Should the member have a payment returned for any reason, the returned payment will be charged to the prepay account. The member's account shall also be charged a return payment fee in addition to the returned payment amount. If there are not sufficient funds to cover the returned item and fee, the account will be disconnected immediately.
14. If a prepay account is disconnected due to lack of funds or any other reason, the Cooperative shall be held harmless for any damages due to loss of energy services. Likewise, if the account is disconnected and the member applied funds to the Prepay account thus causing the account to be reconnected, the member accepts full responsibility for any damages to the location caused by the account being reconnected and holds the Cooperative harmless from any damages arising from such a reconnection.
15. By signing this agreement, the member affirms there are no residents in the home currently that have medical conditions that will be impacted by loss of service. Should this status change, the member shall contact the Cooperative in writing, upon which the account will be removed from the prepay program. It is the responsibility of the member to confirm the Cooperative is in receipt of the written request for removal from the program.
16. A prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather/temperatures as the member is responsible for ensuring that the prepay account is adequately funded. If the member cannot ensure proper funding, the Cooperative recommends the member not utilize the prepay service.
17. Prepay accounts shall not be eligible for payment arrangements with the Cooperative and energy assistance shall not be applied until received as payment on the member's prepay account.
18. If a member on prepay account presents a Certificate of Need, a Medical Certificate or qualifies for a Winter Hardship reconnect, the member will be required to transfer to a post pay account.
19. The member authorizes the Cooperative to transfer the outstanding balance of \$ \_\_\_\_\_ from the member's post pay account to the prepay account. The member also authorizes the kWh used since the last bill date until the meter is changed to prepay meter be calculated and transferred to the prepay account. The member further agrees that thirty percent (30%) of any payments made on this account in the future shall be applied to the balance until said balance is paid in full. Any fees/penalties (returned payment, meter tampering, etc.) shall be paid before any payments are applied to the member's prepay account.
20. If a member wishes to disconnect service the member shall be refunded any balance on the Prepay account. Any refund will be processed in the same manner as post pay account refunds.
21. During any interruption, outages, and/or disconnection, the customer charge, prepay fee and outdoor light charges will continue to accrue.
22. The undersigned agrees that Cooperative personnel has com Prepay program and fully informed of all aspects of the progr.
23. If a landlord agreement exists, the landlord must agree to the Prepay program in writing.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell* (T)

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6/30/2022  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

- 24. The term of this agreement shall be for one (1) year. After one year, the member may elect to opt out of the prepay program at any time. If discontinuing after one year, the member will have to meet the requirements of a non-prepay member for continued service.
- 25. The term of the prepay agreement for Prepay Electric Service is for a period of one year. However, if there is no usage on the prepay electric service for 90 days or more, the electric service may be disconnected. If this occurs, the member will need to reapply for electric service in order to have service restored.
- 26. To terminate the Prepay agreement, it must be in writing.

(N)  
(N)  
(N)  
(N)

Member Signature: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

Member Signature: \_\_\_\_\_ SSN: \_\_\_\_\_ Date: \_\_\_\_\_

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

Preferred method of notification is (please circle one): Email / Text

<b>OFFICE USE ONLY</b>	
SO Number: _____	Date Installed: _____
Customer No: _____	Initials: _____
Comments: _____	

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 6/30/2022</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**APPENDIX J**

**WHOLESALE POWER ADJUSTMENT**

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. (In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 2 or Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and South Kentucky RECC.

**FUEL COST ADJUSTMENT**

The base energy charges for all rate schedules shall be increased or decreased in accordance with the current Fuel Cost Adjustment Addendum published by TVA.

**ENVIRONMENTAL ADJUSTMENT**

The base demand and energy charges shall be increased or decreased in accordance with the current Environmental Adjustment Addendum published by TVA.

**DETERMINATION OF DEMAND**

SKRECC shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of all load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of:

- [a] the load metered in kW or
- [b] 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months

Date of Issue: January 9, 2008

Date Effective: January 1, 2008

Issued By: Allen Anderson

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2007-00374 dated December 18, 2007

**PUBLIC SERVICE COMMISSION OF KENTUCKY**  
**President & CEO**  
 1/1/2008  
**PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**

By: [Signature]  
**Executive Director**

Form for Filing Rate Schedules

FOR: Area Formerly Served by the Monticello

Electric Plant Board

SOUTH KENTUCKY R.E.C.C.

P.S.C. KY NO.

7

SOMERSET, KY 42501

Original Sheet NO

Appendix K

ALL CURRENT RULES AND REGULATIONS CURRENTLY APPLICABLE TO  
SKRECC WILL BE APPLICABLE TO THE FORMER MEPB CUSTOMERS

Date of Issue: January 9, 2008

Date Effective: January 1, 2008

Issued By: Allen Anderson

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2007-00374 dated December 18, 2007

President & CEO  
**PUBLIC SERVICE COMMISSION**  
**OF KENTUCKY**  
 EFFECTIVE  
 1/1/2008  
 PURSUANT TO 807 KAR 5:011  
 SECTION 9 (1)

By [Signature]  
 Executive Director

**SOUTH KENTUCKY RECC**

FOR: ENTIRE TERRITORY SERVED  
PSC KY NO. 7  
1<sup>ST</sup> REVISED SHEET NO. A-1

Cancelling P.S.C. KY NO. 7, ORIGINAL

(D)

**DATE OF ISSUE:** November 20, 2020  
**DATE EFFECTIVE:** January 4, 2021  
**ISSUED BY:** /s/ Kenneth E. Simmons  
President & Chief Executive Officer



**SOUTH KENTUCKY RECC**

FOR: ENTIRE TERRITORY SERVED  
PSC KY NO. 7  
1<sup>ST</sup> REVISED SHEET NO. A-2

Cancelling P.S.C. KY NO. 7, ORIGINAL

(D)

**DATE OF ISSUE:** November 20, 2020

**DATE EFFECTIVE:** January 4, 2021

**ISSUED BY:** /s/ Kenneth E. Simmons  
President & Chief Executive Officer





**SOUTH KENTUCKY RECC**

FOR: ENTIRE TERRITORY SERVED  
PSC KY NO. 7  
1<sup>ST</sup> REVISED SHEET NO. A-3

Cancelling P.S.C. KY NO. 7, ORIGINAL

(D)

**DATE OF ISSUE:** November 20, 2020  
**DATE EFFECTIVE:** January 4, 2021  
**ISSUED BY:** /s/ Kenneth E. Simmons  
President & Chief Executive Officer

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 1/4/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SOUTH KENTUCKY RECC**

FOR: ENTIRE TERRITORY SERVED  
PSC KY NO. 7 8  
1<sup>ST</sup> REVISED SHEET NO. A-4

Cancelling P.S.C. KY NO. 7, ORIGINAL

(D)

---

**DATE OF ISSUE:** November 20, 2020  
**DATE EFFECTIVE:** January 4, 2021  
**ISSUED BY:** /s/ Kenneth E. Simmons  
President & Chief Executive Officer



Rate Schedule - Appendixes

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
CANCELLING P.S.C. KY NO.6

SOUTH KENTUCKY R.E.C.C.  
SOMERET, KENTUCKY 42501

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APPENDIX B

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FUEL ADJUSTMENT CLAUSE

All rates are applicable to the Fuel Adjustment Clause and may be increased or decreased by an amount per KWH equal to the fuel adjustment per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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OCT 15 1992

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

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

---

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: AUGUST 31, 1992

---

ISSUED BY: *[Signature]* PRESIDENT/GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY 42501

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

Rate Schedule - Appendixes

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
CANCELLING P.S.C. KY NO.6

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

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APPENDIX C

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The Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981 in Administrative Case No. 240 and as approved by the Commission Order of March 31, 1981 is applicable to all SOUTH KENTUCKY RECC tariffs as filed with the Kentucky Public Service Commission.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 15 1992

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

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION

---

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: AUGUST 31, 1992

---

ISSUED BY: *Keith Sloan* PRESIDENT/GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY 42501

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

Rate Schedule - Appendixes  
SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 6  
CANCELLING P.S.C. KY NO.5

APPENDIX D

Page 1 of 3

OFF-PEAK ELECTRIC THERMAL STORAGE HEATING CONTRACT

This agreement made and entered into between SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION (hereinafter called "South Kentucky")

and \_\_\_\_\_

(Hereinafter called "Member", whether singular or plural)

WITNESSETH:

That in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

1. Member to purchase an electric thermal storage heating unit(s), {hereinafter called ETS unit(s)} from South Kentucky.
  - a. Member agrees for South Kentucky and/or representatives to modify such existing wiring, including the right to add or replace necessary wiring and equipment in the residence to accommodate ETS unit(s).
  - b. The cost of all labor and material will be at the member's expense.
2. Member may purchase an ETS unit(s) from other sources but must agree to the special metering and wiring specifications set forth by South Kentucky before special discounted electric rates can be granted.
3. After installation of the unit(s) South Kentucky guarantees a minimum of ten (10) hours off-peak storage availability per day during the seven (7) month heating season of October through April for ten (10) years from the date of installation.

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OCT 15 1992

PURSUANT TO 807 KAR 5.011.  
SECTION 9 (1)

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: AUGUST 31, 1992

ISSUED BY: Keith Sloan PRESIDENT/GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY 42501

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

Rate Schedule - Appendixes

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 7  
CANCELLING P.S.C. KY NO.6

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

APPENDIX D

Page 2 of 3

- 4. South Kentucky further guarantees that the rate for energy used by off-peak ETS unit(s) shall be discounted no less than forty percent (40%) below the lowest cost rate block for regular residential or small commercial services for then (10) years from the date of installation.
- 5. South Kentucky fully warrants parts and service on ETS unit(s) purchased from South Kentucky for three (3) years from date of installation.

Service availability on the remaining seven (7) years of the contract will be guaranteed by South Kentucky at the member's expense.

South Kentucky will continue to service ETS unit(s) beyond the initial ten(10) year period only if such service cannot be readily obtained in the local marketplace.

- 6. Installed ETS unit(s) are considered permanent installations. Relocation of installed units inside or outside the home will void the free parts and service portion of the warranty, unless the reinstallation is done by an ETS certified installer. It is recommended not to move heaters unless absolutely necessary.
- 7. Member agrees to participate in any electronic load control program initiated by South Kentucky that insures a minimum of ten (10) hours per day charging time for ETS units(s).
- 8. The rate discount offered herein may be transferred or assigned to another consumer of South Kentucky who resides in, rents, leases, or purchases a residence equipped with approved ETS unit(s) providing such consumer abides by the terms of this contract and accompanying tariff.
- 9. South Kentucky retains the right to periodically inspect ETS unit(s) installation through its' employees or representatives.

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OF KENTUCKY  
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OCT 15 1992

PURSUANT TO 807 KAR 5011.  
SECTION 9 (1)

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: JULY 22, 1992      DATE EFFECTIVE: AUGUST 31, 1992

ISSUED BY: *Keith Sloan*      PRESIDENT/GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C.      P.O. BOX 910      SOMERSET, KENTUCKY 42501

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

Rate Schedule - Appendixes  
SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: ENTIRE TERRITORY SERVED  
P.S.C. KY. NO. 6  
CANCELLING P.S.C. KY NO.5

APPENDIX D

Page 3 of 3

10. Discounted rates for ETS energy used is contingent upon modified wiring, equipment, and/or timing devices operating as designed by South Kentucky employees or representatives. In the event such operation is circumvented by cause other than negligence by authorized installers or defects in material and/or equipment, a forty percent(40%) penalty above the last block of the regular residential or small commercial rates shall apply to all ETS energy used.
11. All modifications, additions, or replacement to existing wiring and equipment will be done in accordance with safety standards as outlined in the "National Electric Code".

South Kentucky, its' employees or representatives shall not be held liable for any damages resulting from the use of ETS\unit(s) and members shall indemnify and save South Kentucky harmless therefrom.

This \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

SOUTH KENTUCKY RURAL ELECTRIC COOPERATIVE CORPORATION

By: \_\_\_\_\_  
(Employee/Representative)

MEMBER:

Member # \_\_\_\_\_

Location # \_\_\_\_\_

Meter # \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

OCT 15 1992

PURSUANT TO 807 KAR 5011,  
SECTION 9 (1)

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: AUGUST 31, 1992

ISSUED BY: *[Signature]* PRESIDENT/GEN. MANAGER  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910 SOMERSET, KENTUCKY 42501

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_.



South Kentucky RECC  
Somerset, KY 42501

APPENDIX F

P.S.C. KY. NO. 7  
3RD REVISED SHEET F-1  
CANCELLING P.S.C. KY. NO. 7  
2ND REVISED SHEET



Member Owned | Not-For-Profit  
Office: 1-800-264-5112  
Website: skrecc.com | #WeAreSKRECC

**Member Name** JOHN M DOE  
**Account #** 123456789  
Phone Number: (123) 456-7890  
Service Address: 123 ANYWHERE ST.  
Rate: Residential, Farm, Non-Farm  
Location: 987654321  
Read Code: Normal Reading

**A MESSAGE FROM SKRECC**  
Welcome to South Kentucky New Full Color Bill Print! Please be on the look out for the new bill coming March 2023!

**Total Amount Due**

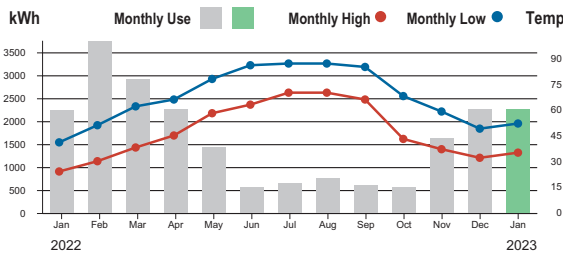
# \$82.71

**Due Date**  
02/19/2023

**Billing Date:** 02/03/2023  
**Current Bill Due Date:** 02/19/2023

Previous Balance	\$343.57
Payment - 12/14/22	-\$592.89
Credit Balance Forward	-\$249.32
<b>Current Charges Due 02/19/23</b>	<b>\$82.71</b>
After Due Date Pay	\$86.36

Rate Schedule Description	Meter No.	Reading Dates From	Reading Dates To	Readings Previous	Readings Present	Multiplier	kWh Usage
1	000000	12/01/22	01/01/23	1492	3770	1	2278



**Breakdown of Current Charges**

ENERGY CHARGE (.08635 X 2,278 kWh)	\$196.71
CONSUMER CHARGE	\$17.50
FUEL ADJUSTMENT (.02698 X 2,352 kWh)	\$63.46
M/VAPOR OUTDOOR LIGHT 74 KWH	\$11.00
ENVIRONMENTAL SURCHARGE (11.67%)	\$33.69
SCHOOL TAX-LINCOLN 3%	\$9.67
TOTAL CURRENT BILL DUE 02/19/23	\$332.03
PREVIOUS AMOUNT DUE	\$343.57
THANK YOU FOR YOUR PAYMENT	-\$592.89
CREDIT BALANCE FORWARD	-\$249.32
TOTAL AMOUNT DUE	\$82.71

**Energy Usage Comparison**

<b>This Month</b> 2278 kWh 31 days	<b>Last Month</b> 2278 kWh 30 days	<b>This Month Last Year</b> 2258 kWh 31 days	<b>Avg Daily Use</b> 73 kWh	<b>Avg Daily Cost</b> \$10.71	<b>Avg Daily High Temp</b> 44°F
--	--	--	--------------------------------	----------------------------------	------------------------------------

**CURRENT BILL DUE DATE DOES NOT APPLY TO THE PREVIOUS BALANCE**

Return only this portion with your check made payable to SKRECC. Please write your account number on your check. Do not attach payment to remittance slip.



PO BOX 910 SOMERSET KY 42502-0910  
ADDRESS SERVICE REQUESTED

Scan at Payment Kiosk



Account Number	123456789
Current Charges Due	\$332.03
Total Amount Due 02/19/23	\$82.71

JOHN M DOE  
123 ANYWHERE ST  
ANYWHERE KY 00000-0000

SOUTH KENTUCKY RECC  
PO BOX 910  
SOMERSET KY 42502-0910



ISSUE DATE: MARCH 14, 2023  
EFFECTIVE DATE: MARCH 8, 2023

ISSUED BY: /s/ Kenneth E. Simmons  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 2023-00071  
DATED MARCH 7, 2023

**KENTUCKY PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

**EFFECTIVE**  
**3/8/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

APPENDIX F



**Explanation of Charges**

**Consumer Charge:** A monthly charge that helps cover the cooperative's fixed costs and is reflective of the investment in the poles, wires, transformers and other equipment it takes to provide you with electric service.

**Franchise Fee:** A fee paid to the applicable city/county for the right or privilege to utilize the public property of the city/county for the purpose of supplying electric service. All monies collected are paid to the city/county.

**Fuel Adjustment Clause (FAC):** Recovers a portion of the costs incurred by our power supplier, East Kentucky Power Cooperative (EKPC), for coal and natural gas to operate its electric plants, and for the costs to buy market power from PJM, our regional transmission organization. The FAC can either be a charge or credit, depending on monthly costs. All monies collected are paid to East Kentucky Power Cooperative.

**Environmental Surcharge:** This surcharge reflects the cost of equipment and other expenses our power supplier incurs to comply with EPA regulations on power plant emissions. All monies collected are paid to East Kentucky Power Cooperative.

For a copy of your rate schedule, visit [www.skrecc.com/rates](http://www.skrecc.com/rates) or call our Member Services Department.

**Sign Up Today for [skrecc.smarthub.coop](http://skrecc.smarthub.coop)**

**Paperless Billing**  
Save time, money and trees – go paperless!

**Energy Use Data**  
Track your monthly, daily and hourly usage.

**Outage Information**  
Track the status of current outages and sign up to receive outage notifications

**Address and phone number changes**  
New address or phone number? SmartHub makes updates easy. You can also call 1-800-832-2667 or email [support@skrecc.com](mailto:support@skrecc.com)

**For Power Outages**

If your power is off, first check to see that all fuses and breakers are working properly. If this does not correct the problem, you can submit your outage through the SmartHub, Phone App, or by calling one of our local offices. If calling, please provide your Account Number, Name, and Address as it appears on your statement. Phone dispatch is available 24 hours a day, 7 days a week. If your local office is a long distance call, you can utilize our toll free number 1-800-264-5112.

<b>Somerset</b> (606) 678-4121 7:30am - 4:30pm EST	<b>Monticello</b> (606) 348-6771 7:30am - 4:30pm EST	<b>Whitley City</b> (606) 376-5997 7:30am - 4:30pm EST	<b>Albany</b> (606) 387-6476 7:00am - 4:00pm CST	<b>Jamestown</b> (270) 343-7500 7:00am - 4:00pm CST
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VanillaDirect Pay - Pay with Cash at a Store

799366433650001905409504610012

By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [vanilladirect.com/pay/terms](http://vanilladirect.com/pay/terms). After successful payment using this barcode, you may retrieve your full detailed e-receipt at [vanilladirect.com/pay/receipt](http://vanilladirect.com/pay/receipt).

The majority of participating locations will accept cash payments up to a maximum amount of \$500.00.

**CONVENIENT WAYS TO PAY**

- **AUTOPAY** - At [www.skrecc.com](http://www.skrecc.com)
- **Interactive Voice Response** - By phone (800) 264-5112
- **Night Deposit**
- **PAY AT LOCAL BANK** - Participating banks: First & Farmers National Bank, Albany; Citizens National Bank, Somerset; United Cumberland Bank, Whitley City.
- **SMART PHONE APP** - Available for iPhone and Android—Search SKRECC in the App or Play Store.
- **KIOSK AT SOMERSET OFFICE**
- **VanillaDirect Pay** - Use the barcode to the left at participating retailers to make CASH payments.

ISSUE DATE: MARCH 14, 2023  
EFFECTIVE DATE: MARCH 8, 2023  
ISSUED BY: /s/ Kenneth E. Simmons  
President & CEO

BY AUTHORITY OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 2023-00071  
DATED MARCH 7, 2023

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

**EFFECTIVE  
3/8/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Rate Schedule - Appendixes

FOR: ENTIRE TERRITORY SERVED  
P.S.C KY. NO. 7  
CANCELLING P.S.C. KY NO.6

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42502

APPENDIX G

The form of the past due notice will be as follows:

SOUTH KY. RURAL ELECTRIC  
CO-OPERATIVE CORPORATION  
BOX 910  
SOMERSET, KY. 42502

PRESORTED  
FIRST CLASS MAIL  
U.S. POSTAGE  
PAID 1 OZ.  
PERMIT NO. 113

ASPATCH MAILERS  
R OFF THIS STUB AT PERFORATION.  
NOTCH TO PULL OUT CONTENTS.

IMPORTANT NOTICE CONCERNING  
YOUR ELECTRIC ACCOUNT.

SOUTH KENTUCKY RURAL ELECTRIC  
CO-OPERATIVE CORPORATION

Dear Member,

HAVE YOU FORGOTTEN TO PAY YOUR BILL??? Please check your records and if you have any questions as to whether this amount is owed, please call the South Ky RECC Office nearest you. (See Office Locations and Phone Numbers on back of notice). Unless payment reaches us by the disconnect date on this notice, the account is subject to be disconnected thereafter without notice.

ACCOUNT NO.	METER NO.	PAST DUE AMOUNT	LATE PAYMENT CHARGE	TOTAL PAST DUE
-------------	-----------	-----------------	---------------------	----------------

LOCATION NO.	SUBJECT TO DISCONNECT ON OR AFTER
--------------	-----------------------------------

PLEASE NOTE: A trip to collect an unpaid bill adds a service charge to the amount due. If the service is disconnected, in addition to the total past due amount, the correct bill, and the service charge, you may be charged a security deposit before service is restored.

Past Due  
Notice

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
SEE IMPORTANT MESSAGE  
PRINTED ON BACK OF NOTICE

OCT 15 1992

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: *[Signature]*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE: JULY 22, 1992

DATE EFFECTIVE: AUGUST 31, 1992

ISSUED BY: *Keith Sloan*  
SOUTH KENTUCKY R.E.C.C. P.O. BOX 910

PRESIDENT/GENERAL MANAGER  
SOMERSET, KENTUCKY 42502

Form for Filing Rate Schedules  
SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

FOR: CONTRACT DATED 3/29/85  
19TH REVISED SHEET  
CANCELLING 18TH  
REVISED SHEET

CASEY STONE COMPANY - CRUSHER

\* SPECIAL CONTRACT \*

RATES PER MONTH: (Contract - Rate 11)

Consumer Charge - No KWH Usage ..... \$12.27 (I)

Demand Charge:

Billing Charge per KW per Month Occurring:

6:45 a.m. --- 10:15 p.m. EST ..... \$12.59 (I)  
10:16 p.m. --- 6:44 a.m. EST ..... 0.00

Energy Charge:

First	3,500 KWH per Month @ .....	\$0.05632	(I)
Next	6,500 KWH per Month @ .....	\$0.05517	(I)
Next	140,000 KWH per Month @ .....	\$0.05398	(I)
Next	150,000 KWH per Month @ .....	\$0.05339	(I)
Over	300,000 KWH per Month @ .....	\$0.05280	(I)

MINIMUM MONTHLY BILL ..... \$657.58 (I)

FUEL ADJUSTMENT CLAUSE: As shown in "Appendix B" following these tariffs.

CONDITIONS:

Demand charge periods for on-peak and off-peak will be subject to change, if wholesale power supplier changes wholesale power contract. Billing demand shall be the maximum demand during the times specified above for any fifteen minute period, as determined from a recording demand meter. In the event of a retail rate increase for large power consumers, this proposed rate will be changed by a like amount.

TERMS OF PAYMENT: The stated rates are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

DATE OF ISSUE: MARCH 31, 2009

DATE EFFECTIVE: <sup>4/1/2009</sup> APRIL 1, 2009

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

ISSUED BY: Allen Anderson PRESIDENT &  
Issued by authority of an order of the Public Service Commission of Kentucky:  
March 31, 2009.

By [Signature] dated  
Executive Director  
SOUTH KENTUCKY R.E.C.C.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

Form for Filing Rate Schedules

FOR: CONTRACT DATED 6/24/88  
13TH REVISED SHEET  
CANCELLING 12TH REVISED  
SHEET

SOUTH KENTUCKY R.E.C.C.  
SOMERSET, KENTUCKY 42501

WALMART - MONTICELLO, KY

\* SPECIAL CONTRACT \*

RATES PER MONTH: (Contract - Rate 14)

Consumer Charge.....	\$ 11.20
Pulse Charge.....	\$ 10.05
	-----
Total Consumer Charge .....	\$ 21.25

Demand Charge:

Demand per KW ..... \$ 6.00

Energy Charge:

First	3,500 KWH per Month @ .....	\$ 0.04573	(R)
Next	6,500 KWH per Month @ .....	\$ 0.04403	(R)
Next	140,000 KWH per Month @ .....	\$ 0.04076	(R)
Next	150,000 KWH per Month @ .....	\$ 0.04063	(R)
Over	300,000 KWH per Month @ .....	\$ 0.04053	(R)

MINIMUM MONTHLY BILL ..... \$ 240.00

TERMS OF PAYMENT: The stated rates are net. If payment is not made by the due date, the current month charges shall be increased by 5%.

DATE OF ISSUE: JUNE 10, 2005

DATE EFFECTIVE: JUNE 1, 2005

ISSUED BY Allen Anderson  
Issued by authority of an order of the Public Service Commission of  
Kentucky in Case No. 2004-00482

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
6/1/2005**

GENERAL MANAGER & C.E.O.  
dated May 24, 2005  
**PURSUANT TO KAR 5:011  
SECTION 9 (1)**

By [Signature]  
Executive Director