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## RULES AND REGULATIONS

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# RULES AND REGULATIONS

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#### RULES AND REGULATIONS

### **SCOPE**

This schedule of Rules and Regulations is a part of all contracts for receiving electric service from the Taylor County Rural Electric Cooperative Corporation and applies to all service received from the Cooperative whether the service received is based upon a contract agreement, signed application, or otherwise. No employee or individual director of the Cooperative is permitted to make an exception to rates or rules and regulations. Rates and rules of service may be obtained from the cooperative's office.

## **REVISIONS**

These Rules and Regulations may be revised, amended, supplemented or otherwise changed from time to time without notice. Such changes, when effective, shall have the same force and effect as the present Rules and Regulations. The members shall be informed of any changes as soon as possible, after adoption by the Board of Directors, through the Cooperative's monthly newsletter.

#### APPLICATION FOR SERVICE

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Each prospective consumer desiring electric service shall be required to sign Cooperative's standard form of application for membership and any supplemental contract required by the Cooperative before service is supplied.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

Jul 1 1992

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephan Buy SECRETARY OF THE COMMISSION

DATE OF ISSUE	DATE EFFECTIVE July 1, 1999
ISSUE BY Ban 2. Th	, Manager, Campbellsville,KY 42719
(Name of Officer)	(Title) (Address)

P.S.C. KY No. 5

> Sheet No. 2

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Sheet No. 1 and 2

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RULES AND REGULATIONS

RIGHT OF ACCESS

1. The Cooperative shall at all reasonable hours have access to service connections and other property owned by it and meters, located on customer's premises for purpose of installation, maintenance, meter reading, operation, replacement or removal of its property at the time service is to be terminated.

2. When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, meter reading, maintenance or removal of Cooperative property, the Cooperative may terminate or refuse service. Such action shall be taken only when corrective action negotiated between the Cooperative and Customer has failed to resolve the situation and after the Customer has been given at least ten (10) days written notice of termination.

#### RIGHT-OF-WAY EASEMENTS

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Customers, before receiving service, shall execute right-of-1. way easements to the Cooperative giving permission not only to construct distribution lines, but also to extend lines to others The Cooperative shall cooperate with the desiring service. member in locating the line where it will be least interference to the owner, taking into consideration economics of construction through staking.

2. Obtaining easements and rights-of-way to extend service shall be the responsibility of the Cooperative. The Cooperative shall not require a prospective customer to obtain easements or rightsof-way on property not owned by the prospective customer as a condition for providing service. However, the Cooperative may enlist the voluntary assistance of such prospective customer in obtaining rights-of-way across, upon, or through the property of The cost of obtaining easements or rights-of-way shall others. be included in the total per foot cost of an extension, and shall be apportioned among the utility and customer in accordance with the applicable extension regulations of the Cooperative scientific. OF KENTUCKY

Right-of-way easement forms shall be executed by all property 3. owners whose land is crossed by any extension. DATE OF ISSUE DATE EFFECTIVE P.0. BOXPURSUANT TO 807 KAR 5:011. -1 a 1 . . ISSUED Ĺ --Campbellsvillescotion@7(ff) ( Address) BY:\_\_\_\_

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RULES AND REGULATIONS

#### POINT OF DELIVERY

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

The point of delivery shall be the weatherhead or connection point to consumer's wiring. All wiring and equipment beyond this point of delivery, except the meter shall be supplied and maintained by the member. The member shall, 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 for adequacy to accomodate the consumer's requirements.

#### CONTINUITY OF SERVICE

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy. However, if such supply should fail or be interrupted or become defective through act of God, or public enemy, or by accidents, strikes, labor troubles, or by action by the elements, or inability to secure right-of-way or other permits needed, or for any other cause beyond the reasonable control of the Cooperative, the Cooperative shall not be liable therefor.

#### NOMINAL SERVICE VOLTAGE

The nominal service voltage shall be 120/240 volts. Rules and regulations concerning nominal service voltage shall conform with Kentucky Public Service Commission Administration Regulations.

## CONSUMER'S RESPONSIBILITY FOR COOPERATIVE'S PROPERTY

All meters, service connections, and other equipment furnished by the Cooperative shall be, and remain, the property of the Cooperative. Consumers shall provide a space for, and exercise proper care to protect the property of the Cooperatic SERVIE COMMISSION premises; and in the event of loss or damage to the Copperative s property, arising from neglect of the consumer to care EFFECTIVE same, the cost of the necessary repairs or replacements shall be paid by the consumer. DATE EFFECTIVE DATE OF ISSUE P.O. PURSUANT TO 807 KAR 5011. Campbellsvsection 9 (1)2719 ISSUED BY William Hassis President (Addpess) BY:\_\_\_\_\_ (Title) (Name of Officer) PUPTOSE

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RULES AND REGULATIONS

#### CONSUMER'S WIRING AND INSPECTION

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

All wiring of the member must conform to the Cooperative's requirements and accepted modern standards. The member agrees to wire his premises in accordance with specifications at least equal to those prescribed in the National Electrical Code. The Cooperative, however, assumes no responsibility in respect to the type, standard of construction, protective equipment, or the condition of the member's property, and will not be liable for any loss or injury to persons or property occurring on the premises or property of the member.

The member agrees to operate and maintain its facilities so as not to interfere with the service of the Cooperative to its other members. The member will have complete responsibility for all construction, operation, and maintenance beyond the meter and will save the Cooperative harmless against laibility for injury or damages resulting in any manner from construction, location, operation, or maintenance of the member's facilities.

The Cooperative shall comply with state and local codes and rules and regulations regarding inspection.

#### RELOCATION OF LINES BY REQUEST OF MEMBERS

The Cooperative's established lines shall not be relocated unless the expense for moving and relocating is paid by the member or the relocation is beneficial to the Cooperative.

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RULES AND REGULATIONS

#### TEMPORARY SERVICE

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Consumers requiring electric service on a temporary basis shall be required by the Cooperative to pay all the costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to all types of consumer services which may be of short duration.

A deposit may be required to cover estimated use of electricity. Both fees are to be paid in advance. At the termination of service, any balance remaining of the deposit for use of electricity will be refunded.

Service billing for less than thirty (30) days shall be billed on the appropriate rate schedule and shall not be prorated.

The monthly minimum bill shall not be less than the minimum amount of the rate schedule applicable to the consumer.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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		PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY:
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		P.0. Box 100
ISSUED BY William Harris	President	Campbellsville, KY 42719
(Name of Officer)	(Title)	( Address)

P.S.C. KY No. 5

1<sup>st</sup> Revised Sheet No. 6

## TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 5 Original Sheet No. 6

## RULES AND REGULATIONS

## TERMINATION OF CONTRACTS BY CONSUMERS

Consumers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' notice in person, in writing, or by telephone, to that effect, unless contract specified otherwise. Notice to discontinue service prior to expiration of contract terms will not relieve consumer from any minimum or guaranteed payment under any contract or rate.

## SERVICE INVESTIGATION CHARGE

A flat charge of forty-five dollars (\$45.00) per trip during regular working hours or(I)ninety (\$90.00) per trip after regular working hours shall be made for service(I)investigations made at the customer's request, in cases where interruptions of service are(I)not caused by failure of the Cooperative's facilities.(I)

This charge is for all the Cooperative area regardless of the distance from the office. It is not intended to cover any repair to the consumer's facilities and is simply an investigation charge.

DATE OF ISSUE <u>March 26, 2013</u> DATE EFFECTIVE <u>March 26, 2013</u> ISSUED BY/s/ Barry L. Myers <u>Manager, Campbellsville, KY 42719</u>	
(Name of Officer) (Title) (Address)	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Issued by authority of an order of the Public Service Commission of	TARIFF BRANCH
Kentucky In Case No. 2012-00023 dated March 26, 2013	(T) Bunt Kirtley
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	<b>3/26/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Cancelling P.S.C. No. 4

P.S.C. KY No. 5

Sheet No. 7

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Sheet No. 7

RULES AND REGULATIONS

#### DISCONTINUANCE OF SERVICE

The Cooperative may refuse or terminate service to an applicant or consumer after proper notice for the following reasons:

1. For noncompliance with the utility's tariffed rules or commission's regulations. The Cooperative shall not terminate or refuse service to any customer for noncompliance with its tariff rules or commission regulations without first having made a reasonable effort to obtain customer compliance. After such effort by this utility, service may be terminated after the customer has been given ten (10) days written termination notice mailed to the last known address of the customer.

2. For dangerous conditions. If a dangerous condition relating to the Cooperatives 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 customer's premises, the service shall be refused or terminated without advance notice. The Cooperative shall notify the customer immediately in writing of the reason for the termination or refusal.

3. For outstanding indebtedness. Except as provided in 807 KAR 5:006, Section 15, the Cooperative shall not furnish new service to any customer who is indebted to the utility for service purchased or other tariffed charges until that customer has paid his indebtedness.

4. For noncompliance with state, local or other codes. The Cooperative may terminate service after ten (10) days written notice mailed to the last known address of the customer, if the customer does not comply with state, municipal or other codes, rules and regulations applying to such service terminated codes not apply if a government of the service terminated immediately.

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(Name of Officer)	(Title)	( Address) BY: PUELIC

P.S.C. KY No. 5

Sheet No. 8

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

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RULES AND REGULATIONS

## DISCONTINUANCE OF SERVICE (cont'd)

5. For nonpayment of bills. The Cooperative may terminate service for nonpayment of bills after the customer has been given ten (10) days written notice of intent to terminate mailed to the last known address of the customer. The service shall not be terminated before twenty-seven (27) days after the mailing data of the original unpaid bill. If a residential customer prior to termination provides the Cooperative with written certification from a physician, registered nurse, or public health officer that termination of service will aggravate a debilitating illness or infirmity on the affected premises, a thirty (30) day extension beyond the termination date shall be granted. Consecutive extensions for the medical certificate will not be granted unless accompanied by an agreed partial payment plan in accordance with 807 KAR 5:006, Section 13 (2)(b).

ō. For illegal use or theft of service. The Cooperative mav terminate service to a customer without advance notice if it has evidence that a customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination the Cooperative shall send written notification to the customer of the reasons for termination or refusal ΟĈ service, and of the customer's right to challenge the termination by filing a formal complaint with the Public Service Commission of Kentucky. This right of termination is separate from and in addition to any other legal remedies which the utility may pursue for illegal use or theft of service. The Cooperative shall not restore service until the customer has complied with all tariffed rules of the Cooperative and laws and regulations of the Commission.

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TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

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RULES AND REGULATIONS

#### DISCONTINUANCE OF SERVICE (cont'd)

If discontinuance is for nonpayment of bills or checks, the consumer shall be given at least ten (10) days written notice, separate from the original bill, and cut-off shall be effected not less than twenty-seven (27) days after the mailing date of the original bill unless, prior to discontinuance, a residential consumer presents to the Cooperative a written certificate signed by a physician, registered nurse, or public health officer, that termination will aggravate a debilitating illness such or infirmity on the affected premises, in which case discontinuance may be effected not less than thirty (30) days from the date the utility notifies the consumer, in writing, of state and federal programs which may be available to aid in payment of bill and the office to contact for such possible assistance.

Any member whose service is disconnected for nonpayment shall not be served at the service location which was disconnected by any other member until the delinquent account is paid up in full.

The discontinuance of service by the Cooperative for any causes as stated in this rule does not release the consumer from his obligation to the Cooperative for the payment of minimum bills as specified in the application of consumer or contract with the consumer.

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TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

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PUBLIC SERVICE COMMISSION

RULES AND REGULATIONS

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#### RELOCATION OF COOPERATIVE'S FACILITIES FOR PUBLIC AGENCIES

Should any agency, Federal, State or County, request the relocation of any Cooperative lines for any reason, if said lines are on the right-of-way or easement, said Agency shall reimburse the Cooperative for the expense of relocating the Cooperative's facilities.

The Cooperative shall prepare an estimate of the cost of relocating its facilities for said Agency. When this estimate has been accepted and approved, the required work will then be commenced.

If said lines are on public right-of-way, the Cooperative shall relocate them at their own expense, endeavoring to relocate on private right-of-way or easement. Should it be impossible or unfeasible to relocate on private right-of-way or easement, then the Cooperative shall seek permission to relocate on public right-of-way.

#### NON-STANDARD SERVICE

Consumer shall pay the cost of any special installation necesary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

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Sheet No. 11

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

Sheet No. 9

RULES AND REGULATIONS

#### RIDER FOR WELDING AND OTHER INTERMITTENT AND FLUCTUATING LOADS

Applies to all territories served by the Cooperative.

The Cooperative's Rules and Regulations contain the following provisions covering Power Factor and Protection of Service.

#### Power Factor

Where the Consumer has equipment installed that operates at low power factor the Cooperative reserves the right to require the Consumer to furnish, at his own expense, suitable corrective equipment to maintain a power factor of 80% lagging or higher, gaseous tube lighting excepted.

#### Protection of Service

The Cooperative, cannot render service to any consumer for the operation of any device that has a detrimental effect upon the service rendered to other Consumers.

The Cooperative, however, will endeavor to cooperate with its Consumers when consulted concerning the intended use of any electrical device.

Where the Consumer's use of service is intermittent or subject to violent fluctuations, the Cooperative reserves the right to require the Consumer to furnish, at his own expense, suitable equipment to reasonably limit such intermittence or fluctuation.

When compliance with the Cooperative's Rules and Regulations require the Consumer to furnish corrective equipment for the purpose of protecting service to Cooperative's other consumers by increasing the power factor of and/or reducing the intermittence or fluctuations in the Consumer's use of service (such as may be the case when the Consumer's load includes welding equipment, electric arc furnaces, etc.), the Cooperative, bWBLKSEBVELCOMMISSION of special supply facilities, may be able to elim**FrieNUCK** he necessity for Consumer furnished corrective equipment. EFFECTIVE the (cont'd)

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Sheet No. 12

#### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Sheet No. 9 and 10

## RULES AND REGULATIONS

# RIDER FOR WELDING AND OTHER INTERMITTENT AND FLUCTUATING LOADS (cont'd)

estimated cost of Cooperative provided special supply facilities is less than the cost of Consumer provided corrective equipment, the Cooperative may give the Consumer special permission to operate specified abnormal load, consisting of low power factor, intermittent or widely fluctuating loads, without correction, in which case the Consumer will pay the following rate to the Company:

<u>Rate:</u>

1. A lease or rental charge on all special or added facilities if any, necessary to serve such loads.

2. Plus the charges provided for under the rate schedule applicable, including energy charge, maximum load charge (if load charge rate is used) and the minimum under such rate adjusted in accordance with (a) or (b) herein.

When the name plate rating of the special equipment is given in KVA (such as welding equipment):

(a) If rate schedule calls for a minimum based on the total horse power of connected load, each KVA of such special equipment shall be counted as one horse power connected load for minimum billing purposes.

(b) If rate schedule calls for a minimum based on the 15 minute integrated load, and such loads operate only intermittently so that the KW registered on a standard 15 minute integrated demand meter is small in comparison to the instantaneous load such equipment is capable of imposing each KVA of such special equipment shall be counted as one-third KW load for minimum billing purposes.

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RULES AND REGULATIONS

RIDER FOR WELDING AND OTHER INTERMITTENT AND FLUCTUATING LOADS (cont'd) <u>Minimum:</u> As determined by this Rate Schedule and the Rate Schedule to which this Rider is attached.

This schedule applies to all new loads; also to existing loads where such existing loads now or hereafter have a detrimental effect upon the electric service rendered to other consumers of the Cooperative.

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RULES AND REGULATIONS

# LINE EXTENSIONS FOR NEW SERVICES

1. Distribution line extensions of less than 1,000 feet shall be made by the Cooperative to its existing distribution line without charge for a prospective customer who shall apply for and contract to use the service for one (1) year or more and provides guarantee for such service.

#### 2. Other Extensions:

(a) When an extension of the Cooperatives distribution line to serve an applicant or group of applicants amounts to more than 1000 feet per customer, the cooperative shall require the total cost of the excessive footage over 1000 feet per customer to be deposited with the cooperative by the applicant or applicants. The cost per foot for single phase extensions shall be \$2.93.

(b) Each customer receiving service under such extensions will be reimbursed under the following plan: Each year for a period of not less than ten (10) years, which for the purpose of this rule shall be the refund period, the cooperative shall refund to the customer or customers who paid for the excessive footage the cost of 1000 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 cooperative. At the end of the refund period no refund will be required to be made.

#### 3. Subdivision

An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the Each year for a period of not less than ten (10)extension. years from the date the extension is completed the cooperative shall refund to the applicant who paid for the extension a sum equivalent to the cost of 1000 feet of the extension installed for each additional customer connected during the year, but in no case shall the total amount refunded exceed the USLA SERVICE COMMISSION the cooperative. After the end of the refund period HUCKEfund EFFECTIVE will be required to be made. \_\_\_\_DATE EFFECTIVE <u>OCT 28 1992</u> P.O. Box 100 DATE OF ISSUE Campbellsville, KY 42719 PURSUANT TO 807 KAR 5011. SECTION 9 (1) ISSUED BY William Harris (Name of Officer) President (Title)

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

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(cont'd)

RULES AND REGULATIONS

DISTRIBUTION LINE EXTENSIONS TO MOBILE HOMES

1. All extensions of up to 150 feet from the nearest facility shall be made without charge.

2. Extensions greater than 150 feet from the nearest facility and up to 300 feet shall be made provided the consumer shall pay the utility a "customer advance for construction" of fifty dollars (\$50.00) in addition to any other charges required by the Cooperative for all consumers. This advance shall be refunded at the end of one (1) year if the service to the mobile home continues for that length of time.

For extensions greater than 300 feet and less than 1000 feet 3. from the nearest facility, the utility may charge an advance equal to the reasonable costs incurred by it for that protion of the service beyond 300 feet plus fifty dollars (\$50.). Bevond 1,000 feet the extensions policies set forth in Line Extension For New Service apply.

This advance shall be refunded to the customer over (a) four (4) year period in equal amounts for each year the service is continued.

(b) If the service is discontinued for a period of sixty (60) days, or should the mobile home be removed and another not take its place within sixty (60) days, or be replaced by a permanent structure, the remainder of the advance shall be forfeited.

No refunds shall be made to any customer who did not make (c)the advance originally.

4. Mobile Homes which meet the following criteria shall be considered permanent structures and no advance charges:

- The axle and tongue are removed. (a)
- The axle and tongue are removed. **PUBLIC SERVICE COMMISSION** Sitting on a permanent foundation (concrete OF ENTICKY<sup>211</sup> (b) the way around). EFFECTIVE
- (c) There is a permanent water and sewer system.
- A permanent road is built. (d)

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PUBLIC SERVICE COMMISSION OF KENTUCKY

RULES AND REGULATIONS

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DISTRIBUTION	LINE	EXTENSIONS	TO MOBILE HON	<u>1ES</u> (cont'd)	

5. Questionable Permanent Service

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

For distribution line extensions to questionable permanent services (including but not limited to oil wells, saw mills, billboards, etc.), the Cooperative may charge an advance equal to the costs for construction and estimated cost to remove the line if service is discontinued. Refunds of the advance shall be made at ten percent (10%) of the consumer's yearly power bills thereafter, until such advance is retired. No refund shall be made to the Consumer of any portion of the advance remaining upon termination of service. No refund shall be made to any Consumer who did not make the advance originally.

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PUBLIC SERVICE COMMISSION

RULES AND REGULATIONS

#### STANDBY AND RESALE SERVICE

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

All-purpose electric service (other than emergency or standby service) used on the premises of any consumer shall, except as hereinafter set forth, be supplied exclusively by the Distributor, and the consumer shall not, directly or indirectly, sublet, assign, transfer, or otherwise dispose of the sell, electric service provided such consumer or any part thereof. Ιt is further provided, however, that Taylor County Rural Electric Cooperative Corporation shall waive individual unit metering, and thus permit transfer or assignment of service provided to a particular consumer, under any and all of those circumstances set forth in Section 3 of 807 KAR 5:046, such administrative regulation having been adopted on March 3, 1981, and said regulation, both in its present form and as it may hereafter be amended, being deemed incorporated herein by reference.

#### NOTICE OF TROUBLE

Consumer shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.

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P.S.C. KY No. 5

Sheet No. 18

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

RULES AND REGULATIONS

#### METER POLES

A meter pole may be installed with original installation at no cost to the member provided as many as three metered services are used, emanating from the meter pole. If a meter pole is required by the member and less than three metered services are used; he shall be charged a ninety dollar (\$90.00) contribution.

A ninety dollar (\$90.00) contribution shall be made for meter poles installed on existing installations unless the load, in the judgement of management, will justify additional cost to be borne by the Cooperative.

The ninety dollar (\$90.00) contribution shall also apply to coverting service pole to meter pole. In such cases, service facilities from meter pole to house shall be retired from the Cooperative's records and become the property of the owner.

#### METER READING

Each member receiving service shall supply the Cooperative with monthly readings on such date as designated by the Cooperative. Upon failure by the member to supply the Cooperative with three consecutive meter readings, the Cooperative shall then read the meter and charge the member thirty-five dollars (\$35.00) for the extra service rendered. In the event an error in reading the meter is made or member fails to return a meter reading, the member shall pay an amount approximately equal to his average bill.

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#### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

PUBLIC SERVICE COMMISSION

RULES AND REGULATIONS

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## FAILURE OF METER TO REGISTER

In the event a sustemer's meter shall fail to register, the sustance shall be billed from the date of such failure based on historical usage data for the sustaint's location. If historical usage data is not available, the average usage of similar sustemen loads shall be used for comparison purposes in calculating usage. If the sustemer and the Cooperative are unable to agree on an estimate of the time period during which the error existed, the Fublic Service Commission shall determine the issue in accordance with X07 KAX 5:006, Section 10 (2). The Cooperative shall not require sustemer repayments of the underbilling to be made over a period shorter than a period coextensive with the underbilling.

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TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 5 Original Sheet No. 20

## RULES AND REGULATIONS

## METER TESTS

All meters shall be checked for accuracy before installation. The Cooperative shall, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy and to conform with the regulation of the Public Service Commission.

The Cooperative shall make a test of any meter upon written request of any customer if the request is not made more frequently than once each twelve (12) months. A meter test fee of forty dollars (\$40.00) shall be paid at the time the written request for test is made. (I) If the test show that the meter was more than two percent (2%) fast, the test fee shall be refunded.

If test results on a customer's meter show an average error greater than two percent (2%) fast or slow, the Cooperative shall immediately determine the period during which the error has existed, and shall recomputed and adjust the customer's bill to either provide a refund to the customer or collect an additional amount of revenue from the under billed customer. 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 customer. If that data is not available, the average usage of similar customer loads shall be used for comparison purposes in calculating the time period during which the error existed, the Public Service Commission shall determine the issue in accordance with 807 KAR 5:006, Section 11(2). The Cooperative shall not require customer repayment of any under billing to be (T) made over a period shorter than a period coextensive with the under billing.

DATE OF ISSUE <u>March 26, 2013</u> DATE EFFECTIVE <u>March 26, 2013</u> (T) ISSUED BY \_\_/s/ Barry L. Myers <u>Manager, Campbellsville, KY 42719</u> (Name of Officer) (Title) (Address) \_\_\_\_

Issued by authority of an order of the Public Service Commission of Kentucky In Case No. 2012-00023 dated March 26, 2013

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l	KENTUCKY PUBLIC SERVICE COMMISSION		
(]	() JEFF R. DEROUEN EXECUTIVE DIRECTOR		
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P.S.C. KY No. 5

Sheet No. 20.1

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

RULES AND REGULATIONS

MONITORING OF CUSTOMER USAGE

At least once annually the Cooperative will moinitor the usage of each customer according to the following procedure:

1. The Consumer's annual usage for the most recent 12- month period will be compared with the annual usage for the 12 months immediately preceding that period. Accounts without a total 12 months usage in either period will not be compared.

2. If the annual usages differ by fifty percent (50%) or more and cannot be attributed to a readily identified cause, the Cooperative will compare the customer's monthly usage records for the 12-month period with the monthly usage for the same months of the preceding year.

3. If the cause for the usage deviations cannot be determined from analysis of the consumer's meter reading and billing records, the Cooperative will contact the consumer to determine whether change in living style or business volume caused the usage deviations.

4. Where the deviation is not otherwise explained, the Cooprative will test the consumer's meter to determine whether it shows an average error greater than 2 percent (2%) fast or slow.

5. The Cooperative will notify the customer of the investigation, its findings, and any refunds or backbilling in accordance with 807KAR 5:006, Section 10(4) and (5).

In addition to the annual monitoring, the company will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

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P.S.C. KY No. 5

Sheet No. 21

## TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

Sheet No. 15

#### RULES AND REGULATIONS

#### MOTOR LOAD SERVICE POLICY

#### Single Phase Motors

1. Motors of 5 h.p. and smaller may be started across the line, provided such starting does not cause undue interference to other consumers served from the same transformer. On equipment containing two or more motors exceeding 5 h.p. in total, the controls should be so connected or operated that motors will not be started simultaneously.

2. Motors in excess of 5 h.p. normally should have current limiting devices, such as: resistance starters, capacitor start--capacitor run characteristics or equivalent.

3. Any motor whose starting characteristics are such as to limit the starting current to 300% of full load current will be acceptable, regardless of type of starting device used, for single phase motors of 10 h.p. rating and smaller.

4. Normally, single phase motors larger than 10 h.p. will be considered as a special application and will be served only when the user meets the requirements set forth by the Cooeprative for this application.

#### Three Phase Motors

1. Motors of 15 h.p. and smaller motors operated singly can be started across the line. On equipment containing two or more motors exceeding 15 h.p. total, the controls should be so connected or operated that motors will not be started simultaneously.

2. Motors larger than 15 h.p., up to and including 75 h.p., must be equipped with starting devices so as to limit the starting current to 300% of full load current.

PUBLIC SERVICE COMMISSION

3. Motors in excess of 75 h.p. must be equipped wOFKENTUGKYLing devices so as to limit the starting current to 250% of EFRECIIVE load current. DATE OF ISSUE\_\_\_\_\_\_DATE EFFECTIVE\_\_\_\_\_OCT\_281992

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Cancelling P.S.C. No. 4

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PUBLIC SERVICE COMMISSION OF KENTUCKY

RULES AND REGULATIONS

MOTOR LOAD SERVICE POLICY (cont'd)

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

4. Motors in excess of 150 h.p. shall be considered a special application and will be served only when the user meets the requirement set forth by the Cooperative for this application.

Any exceptions to the above stated policy must have prior approval of the Cooperative in writing.

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P.S.C. KY No. 5

Sheet No. 23

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Sheet No. 17

PUBLIC SERVICE COMMISSION

RULES AND REGULATIONS

#### THREE PHASE POWER CONTRACTS

A Large Power Contract shall be executed for all three phase powerloads.

Rules and Regulations concerning three phase power service shall conform with Kentucky Public Service Commission Administrative Regulations.

Line extensions or conversions for three phase powerloads shall be charged an advance for construction when the extension or conversion amounts to more than 1,000 feet. This advance shall be refunded at ten percent (10%) of the consumer's yearly power bills thereafter, until such advance is retired. No refund shall be made to the consumer of any portion of the advance remaining upon termination of service. No refund shall be made to any consumer who did not make the advance originally.

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P.S.C. KY No. 5

Sheet No. 24

#### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Sheet No. 18

#### RULES AND REGULATIONS

UNDERGROUND SERVICE

Consumers desiring underground service lines from the Cooperative's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by the Cooprative on request.

#### Underground Residential Distribution

1. Applicability ~- This policy shall apply to all residential underground distribution facilities after the effective date of this policy.

2. Definitions -- Refer to Public Service Commission rules and regulations for definitions of terms.

3. Residential Underground Service Lines Individual underground secondary service lines from the property lines or nearest pole to the house are to be installed, owned and maintained by the Consumer. The Cooperative and the Consumer will make the decision for the meter location. Service lines to the house shall be installed and ready for cooperative approval at the same time as the residence.

4. Installation of Underground Distribution System Within New Residential Subdivisions.

(a) Where appropriate contractual arrangements have been made, the Cooperative shall install within the subdivision an underground electric distribution system of sufficient capacity and suitable materials which, in its judgement, will assure that the property owners will receive safe and adequate electric service for the foreseeable future.

(b) Facilities required to be underground:

	(1) All single ph	ase conducto	ors installed	by the
	utility shall be und	erground.	Appurtenances s	such as
	transformers, pedes	tal-mounted	terminpublic SERVI	CE COMMISSION
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TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

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RULES AND REGULATIONS

#### UNDERGROUND SERVICE (cont'd)

(2) Three (3) phase primary mains or feeders required within a subdivision to supply local distribution or to serve individual three-phase loads may be overhead unless otherwise required. If so, additional cost will be added in addition to single phase.

5. Rights of Way and Easements.

(a) The Cooperative will construct, own, operate and maintain underground distribution lines along public streets, roads and highways which the Cooperative has the legal right to occupy, and on public lands, and private property on the utility strip drawn on plot and recorded with rights of way and easements satisfactory to the Cooperative may be obtained without cost or condemnation by the Cooperative.

(b) Rights of way and easements suitable to the Cooperative must be furnished by the applicant in reasonable time to meet service requirements and at no cost, must be cleared of trees, tree stumps and other obstructions at no charge to the Cooperative, and must be graded to within six (6) inches of final grade by the applicant before the Cooperative will commence construction.

6. Schedule of Charges.

(a) The applicant may be required to deposit the entire cost of the extension. If this is done, equivalent cost of an above ground distribution system shall be refunded to the applicant over a ten (10) year period as set forth in the Public Service Commission rules and regulations.

(b) Developer or Consumer may elect to perform ditching and/or backfillig operations to the Cooperative's specifications to accommodate the Cooperative's underground facilities, and in such event the amount payable under Paragraph **PUBLIC SERVICE COMMISSION** subject to a credit to be mutally agreed upon in writin**GF KENTUCK** to **EFFECTIVE**(d)

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TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

Sheet No. 20 and 21

RULES AND REGULATIONS

UNDERGROUND SERVICE (cont'd)

the commencement of any work by any party, the amount of such credit in no event to be more than the Cooperative's own cost of performing such work.

(c) The underground service lateral to the building from the pedestal on the corner of the lot will be installed, owned and maintained by the developer or owner. The Cooperative and the developer or owner will make a decision to locate the meter either at the pedestal or on the house. The Cooperative will specify the size of conductors, and inspect the installation as to specifications. Service lines to the house shall be installed and ready for inspection at the same time as the residence. The Cooperative will make all connections from the owners service lines to the Cooperative's lines. If any trouble should arise with the service, the Cooperative will assist the owner or their contractor in repairing or making temporary service available while being repaired.

(d) Cost of overhead service lines will not be included in the "Estimated Average Cost Differential" between overhead and underground service facilities.

The payment to be made by the applicant shall be (e) determined from the total footage of single phase primary and be installed at an average cost secondary feeders to The average cost differential per foot, per foot. as stated, is representative of construction in soil free of Where rock is anticipated or encountered in construction, rock. the dollar cost per foot shall be increased by actual cost of trenching and backfill less the normal cost of trenching and backfill. DUDING CEDVICE COMMICCION

<ul> <li>7. Construction.</li> <li>(a) All electrical facilities sha applicable state and federal codes.</li> </ul>	OF XENTUCKY OF XENTUCKY 11 be installed tEFFEGTEVEt
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Cancelling P.S.C. No. 4

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Sheet No. 21

PUBLIC SERVICE COMMISSION OF SENTUCKY

RULES AND REGULATIONS

UNDERGROUND SERVICE (cont'd)

(b) Depths. Supply cables and service laterals shall be installed at a minimum depth below the surgace under which they are located as follows:

(1) All areas below 750 volts: 24 inches for supply cables that operate at a potential of 750 volts or less

(2) Above 750 volts: 36 inches for supply cables that operate at potentiall above 750 volts.

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Sheet No. 28

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

Sheet No. 22

#### RULES AND REGULATIONS

## APPLICATION OF RESIDENTIAL AND POWER RATE SCHEDULE

#### 1. Multiple Dwellings

Where premises include two or more residential or dwelling units, the residential farm and home rate may be applied only if separate circuits are provided without cost to the Cooperative. A residential or dwelling unit shall be defined, for the purpose of applying this interpretation, as the space provided for the occupancy of a single family, i.e., including separate living quarters and kitchen. If it is not practical to provide for separate metering of each individual unit, the entire premises shall be served under the appropriate commercial rate. Where building services, such as hall lighting, elevators and water heating, are provided by a landlord who is not a tenant in the building, a separate circuit shall be provided for such services and metered and billed under the appropriate commercial rate. lf these services are provided from a circuit which is used for a service to a tenant in the building, they may be consolidated with his residential use and billed under the residential rate, provided that no more than two dwelling units are included on the same premises. If the number of dwelling units exceeds two, a separate circuit must be provided for building services and billed under the appropriate commercial rate, or the entire requirements of the tenant whose residential use is obtained from the same circuit, including the building services, must be billed under the appropriate commercial rate.

#### 2. Commercial Use of Portions of Dwellings

The residential rate is not applicable to the space in a dwelling which is regularly used for commercial purposes, such as an office, beauty shop, studio, tea room, or store, or for other gainful activities. In such cases, if a separate circuit is provided at no cost to the distributor for the portion of the dwelling so used, the residential rate should be applied to the balance of the power requirements and the appropriate commercial rate applied to the power requirements of the portion of the dwelling used for commercial purposes. If a separate circuit is public SERVICE COMMISSION

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TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

Sheet No. 23

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RULES AND REGULATIONS

APPLICATION OF RESIDENTIAL AND POWER RATE SCHEDULES (cont'd)

not provided, the entire power requirements of the premises must be billed under the appropriate commercial rate.

#### 3. Rooming Houses

The appropriate commercial rate should be applied in all cases in which premises are used primarily for the rental of rooms. A dwelling shall be considered a recognized rooming house in which more than 50% of the total number of rooms in the house are available to roomers on a rental basis, or which is licensed by local government authority, or which advertises regularly, provided that a dwelling shall not be considered a recognized rooming house unless more than three rooms are for rent.

#### 4. Boarding Houses

All recognized boarding houses should be billed under the appropriate commercial rate. An establishment shall be considered a recognized boarding house which is licensed by municipal or other governmental ordinance or statute. An establishment which is commonly known to serve or to hold itself in readiness to serve regular boarders or the transient trade or which advertises such service, shall be considered a recognized boarding house. The above definitions are subject to the limitation that an establishment with facilities only sufficient to serve three or less paying guests shall not be considered a recognized boarding house.

#### 5. Tourist Homes and Camps

All tourist camps shall be considered nonresidential consumers and billed under the appropriate commercial rate. All wiring on the consumer's side of the point of delivery shall be provided by the consumer. All dwellings primarily used for the purpose of renting rooms to tourists shall be considered nonresidential consumers and billed under the appropriate commercial rate. All dwellings licensed as tourist homes by local public SERVICE COMMISSION authority or regularly advertising the availability of FRENTUCKY, d) EFFECTIVE and

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TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

Sheet No. 24 and 25

## RULES AND REGULATIONS

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#### APPLICATION OF RESIDENTIAL AND POWER RATE SCHEDULES (cont'd)

tourists shall be billed under the appropriate commercial rate, provided that dwellings with less than four rooms for rent, which are not licensed as tourist homes, shall be billed under the residential rate.

#### 6. Farm Service

A. Domestic Farm Use: A farm on which is located a single dwelling and its appurtenances, including barns, domestic servants' quarters, and out buildings, and which processes only its own products, shall be considered a domestic farm and shall be entitled to the residential rate for all of its power requirements, including motors up to and including rate capacity of 7 1/2 h.p. Motors of capacities larger than 7 1/2 h.p. shall not be installed except by special agreement with the Cooperative. Service to dwellings other than the main dwelling, such as tenant house, etc., may be separately metered and billed under the residential rate. This interpretation is not applicable to commercial dairies as defined in the following.

B. Commercial Farm Use: A farm shall be metered and billed under the appropriate commercial rate if other dwellings beside the main dwelling are not separately metered and are served through the same point of delivery or if products of other farms are processed for sale. The main dwelling and the domestic servants' quarters may be metered and billed under the residential rate if a separate circuit is provided for all of the other farm uses in cases where products of other farms are processed for sale.

C. Daries. All dairies processing milk produced on the farms of others, for resale, shall be considered non-residential consumers for their dairying power requirements. OF KENTUCKY FFFECTIVE

P.S.C. KY No. 5

1<sup>st</sup> Revised Sheet No. 31

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 5 Original Sheet No. 31

## RULES AND REGULATIONS

## TERMINATION OR FIELD COLLECTION CHARGE

1. A thirty-five dollar (\$35.00) charge for regular hours or thirty-five dollars (\$35.00) for (I) after regular working hours may be assessed when a Cooperative representative makes a trip to the premises of a customer for the purpose of terminating service. The charge may be assessed if the Cooperative representative actually terminates service or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge may also be made if the utility representative agrees to delay termination based on the customer's agreement to pay the delinquent bill by a specific date. The Cooperative may make a field collection charge only once in any billing period.

2. Regular working hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday, except on Legal Holidays when the office will be closed.

## **RECONNECT CHARGE**

A reconnect charge of fifty dollars (\$50.00) for regular working hours or ninety dollars (\$90.00) for after regular working hours may be assessed to reconnect a service which has been terminated for non-payment of bills or violations of the Cooperative's rules or Public Service Commission regulations. Customers qualifying for service reconnection under 807 KAR 5:006, Section 16 shall be exempt from reconnect charges. (T)

## **RETURN CHECK CHARGE**

A returned check charge of twenty-five dollars (\$25.00) may be assessed if a check accepted (I) for payment is not honored by the customer's financial institution.

DATE OF ISSUE March 26, 2013 DATE EFFECTIVE March 26, 2013	3 (T)
ISSUED BY/s/ Barry L. Myers Manager, Campbellsville, KY 42719 (Name of Officer) (Title) (Address)	
Issued by authority of an order of the Public Service Commission of Kentucky In Case No. 2012-00023 dated March 26, 2013	JEFF R. DEROUEN EXECUTIVE DIRECTOR
	(T) TARIFF BRANCH
	Bunt Kirtley
	EFFECTIVE
	<b>3/26/2013</b>
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Sheet No. 32

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

#### RULES AND REGULATIONS

#### DEPOSITS

Taylor County R.E.C.C. may require a minimum cash deposit or other guaranty to secure payment of bills except for customers qualifying for service reconnection pursuant to 807KAR 5:006, Section 15, Winter Hardship Reconnection. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the customer's bill.

The deposit may be waived upon a customer's showing of satisfactory credit or payment history, and required deposits will be returned after two (2) years if the customer has established a satisfactory payment record for that period and the customer request the refund. Oil well deposits will only be refunded when If a deposit has been waived or returned and the terminated. а customer fails to maintain a satisfactory payment record, deposit may then be required. Taylor County RECC may require a deposit in addition to the initial deposit if the customer's classification of service changes, there is a substantial change in usage, or the customer changes service locations. Upon the deposit, any principal amounts, and termination of service, any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

In determining whether a deposit will be required or waived, the following criteria will be considered:

1. Consumers who are becomming a member of the Cooperative for the first time will be charged a deposit.

2. Consumers, who have been disconnected for nonpayment of electric bills (except for those qualifying for service reconnection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Reconnection), meter tampering, and those consumers who have terminated service with the Cooperative and have an amount still outstandiing, shall be charged a deposit. PUBLIC SERVICE COMMISSION OF KENTICK ()

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P.S.C. KY No. 5

Sheet No. 33

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

RULES AND REGULATIONS

DEPOSITS (cont'd)

3. Consumers moving from one location to another will not be charged a deposit unless they have been members of the Cooperative for less than two (2) years or have a (questionable) credit rating. A questionable credit rating is defined as being on the cutoff list four (4) or more times in the past twelve (12) months. A returned check will count as being on the cutoff list. Also those consumers who have had service disconnected for nonpayment in the last two (2) years or disconnected for meter tampering are considered as having a questionable credit rating. Having discontinued service and not paying the final bill constitutes a questionable credit rating.

4. Consumers may furnish a letter of credit from another utility as evidence of good credit. In cases where the letter of credit is received after payment of the deposit, the deposit may be refunded.

5. Consumers with a good credit rating may sign as joint members in order to waive the deposit of another member.

Customer deposits shall be based upon actual usage history at the service location for the most recent 12 month period, if such information is available. The deposit amount shall not exceed 2/12 of the location's actual or estimated annual bill. If usage information is not available, the deposit will be \$75.00 for residential non-electric heat and \$125.00 for residential electric heat consumers. Commercial consumers deposits will be based on the average bills of similar customers and premises in the system when usage information is not available.

If a deposit is held longer than 18 months, the deposit will be recalculated at the customers request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for PUBLIC SEBVICE COMMISSION customer or 10 percent for a non-residential custom EFRECIWE'd)

DATE OF ISSUE	DATE	EFFECTIVE OCT 28 P.O. Box 100	1002
		P.O. Box 100	1332
ISSUED BY William the	anis Presider	t Campbellsville, KY	42719
(Name of Office			
		SECTION	
		BY: Marry	faller .
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P.S.C. KY No. 5

Sheet No. 34

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

PUBLIC SERVICE COMMISSION OF KENTUCKY

RULES AND REGULATIONS

DEPOSITS (cont'd)

company may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

		EFFECTIVE
DATE OF ISSUE	DATE EF	FECTIVE 1992
ISSUED BY William Harris	President	BOX 100 Campbern 5 101907, KAR 5:02719 SECTION 0.(1)
(Name of Officer)	(Title)	BY:

P.S.C. KY No. 5

1<sup>st</sup> Revised Sheet No. 35

# TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 5 Original sheet No. 35

# RULES AND REGULATIONS

# CONSUMER BILLING AND COLLECTING POLICY

1. Each should read his meter after receiving his previous month's bill, but not later than the 25<sup>th</sup> of each month. The consumer will mark the reading in the designated space on the billing card and send the stub with the meter reading with is check in payment for the previous month's bill to the Cooperative promptly.

2. Bills will be mailed to consumers about the  $8^{th}$  of each month. Failure to receive a bill does not free the consumer from obligation to pay the bill.

3. When making payments for accounts on which a bill was rendered, the consumer shall enclose the stub from the bill to assure proper crediting of payment.

4. All payments are due by the  $25^{th}$  day of the month.

5. On the first of the month, cut-off notices shall be prepared and mailed for all unpaid accounts.

6. On the  $12^{th}$  of the month, all accounts still unpaid from the previous month shall be disconnected.

7. "Estimated Bills" shall be rendered on accounts when no meter reading is received from the consumer. The consumer shall pay the "Estimated bill". Adjustments will be made for late reading only when the Cooperative Management considers an adjustment necessary.

8. Should a consumer consistently refuse to cooperate in reading his meter and mailing said readings in at the proper time, the Cooperative may read his meter for him and charge him thirty-five dollars (\$35.00) for reading his meter for him.

9. A twenty-five (\$25.00) fee will be charged for each check returned by the bank for (I) insufficient funds, or other reasons.

DATE OF ISSUE <u>March 26, 2013</u> DATE EFFECTIVE <u>March 26, 2013</u> ISSUED BY/s/ Barry L. Myers <u>Manager, Campbellsville, KY 42719</u>	(T) KENTUCKY PUBLIC SERVICE COMMISSION
(Name of Officer) (Title) (Address)	JEFF R. DEROUEN EXECUTIVE DIRECTOR
Issued by authority of an order of the Public Service Commission of Kentucky In Case No. 2012-00023 dated March 26, 2013	(T) Bunt Kirtley
	EFFECTIVE <b>3/26/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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P.S.C. KY No. 7

Sheet No. 36

6

# TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

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Cancelling P.S.C. No. 6

# RULES AND REGULATIONS

FORM OF BILL (reduced copy)

## TAYLOR COUNTY RURAL ELECTRIC **COOPERATIVE CORPORATION**

P.O. BOX 100 Campbellsville, KY 42719

فالحاصر والمحالي والمواصور ماريا الم

A Touchstone Energy Cooperative

Campbellsville 270-485-4101 Columbia 270-384-3728 Greensburg 270-932-5742 Liberty 606-787-9959 Office Hours 8:00 A.M. - 5:00 P.M. Eastern Time Monday thru Friday

ACCOUNT NUMBER	AC	COUNT NAM	5	RATE	CLASS		SERVICE ADDRI	ESS	LOC	ATION NUMBER	METER #		
	I,			1	L	[			L	r			
SERVICE FROM	TO DAYS	READING TYPE	REA PREVIOUS	DING	ESENT	MULT	KWH USAGE	KW DEMAI		CHAR	GES		
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and does not apply to	o previous amounts d	lus. Previous	amounts due a	re past-	iue and n	nay be	DUE DATE	NIE NATE I		S DELINQUENT AF	TER DUE DATE	4	
subject to service dis	Connection.					]	AFIERI	DUE DATE I	14 V	\$			
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	Taylor Co. P.O. BOX 100 Campbellsville, H	(Y 42719-01	00					Hone Number	BC		FER DUE DATE PA	Y Y	
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ISSUE E	/ / >	ne of	. Offi	K A	en :)	,	(m+1)	a)		( )	ille,K	Y 42719 MANT TO 807 KAR 50	)11,
Issued in Case	by aut	60rit	y of (	an dat	Orc ed	der o	f the	Publi	_C	Servic		isECTION 8(1) KY Jephand Bul	
LII Case	- TAA •										SECP	ETARY OF THE COMMISS	ION

P.S.C. KY No. 5

Sheet No. 37

#### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

Sheet No. 28

## RULES AND REGULATIONS

#### BUDGET PAYMENT PLAN

Taylor County R.E.C.C. has a budget payment plan available for its residential consumers whereby a consumer may elect to pay a monthly amount for the budget year in lieu of monthly billings for actual usage. The monthly budget payment will be determined by Taylor County RECC based on a minimum of one-twelth of the estimated annual usage, subject to review and adjustment during the budget year. The budget year is the twelve (12) month period July - June with the settlement month being June.

Consumers with budget payments under actual usage during the budget year will be required to bring the account current in the settlement month. Consumers with budget payments over actual usage during the budget year will receive a credit on the account or the amount may be applied toward the next years budget amount.

The budget amount may be adjusted during the budget year when usage indicates that the account will not be current at the end of the budget year.

If Consumer fails to pay bills as rendered under the budget payment plan, Taylor County RECC reserves the right to revoke the plan, restore the Consumer to regular billing and require immediate payment of any deficiency.

The Consumer is required to provide Taylor County RECC with a meter reading each month. Failure to provide the meter 'reading for three (3) consecutive months will subject the meter to be read by Taylor County RECC and the applicable charge for reading the meter will be due in addition to the budget amount.

Failure to receive a bill in no way exempts Consumer from the provisions of these terms and conditions.

PUBLIC SERVICE COMMISSION

Consumer's bill will be due no later than the 25th of effective.

			======================================
DATE OF ISSUE		DATE EF	FECTIVE
ISSUED BY William	n Harris	President	P.O. Box 100 Campbe PURSUANTE TOX 807 KAR 5:011.
	of Officer)	(Title)	(Address) BY:

P.S.C. KY No. 5

Sheet No. 38

#### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No. 4

Sheet No. 29

#### RULES AND REGULATIONS

#### CAPITAL CREDITS RETIREMENT

Refunds due members who have moved out of the Cooperative's service area will be mailed to the member at the last known address.

All Capital Credits due deceased members will be paid by full calendar years to deceased member's estate, upon notice of death of said member and proof of death submitted, from date of 1944, the first date of assignment of Capital Credits or the date he became a member if after 1944.

In the event an account had continued to be served in a decedent's name after his death, the Capital Credits accumulated up to the time of the member's death would be refundable to his estate.

When a member moves off the line owing the Cooperative a bill, his Capital Credits will be applied on the bill. This will be done as Credits are being retired to all members and not prior to regular retirement. Should the amount of Capitl Credit exceed the bill, the difference will be mailed to the member at his last address.

If a member moves off the line and cannot be located, his Capital Credits will be held in a suspense account for a period of five years.

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DATE OF ISSUE	DATE EF	FECTIVE	EFFECTIVE
		P.O. Box 10	
ISSUED BY William Hama	President	Campbellsvi	$\frac{110}{007} \times \frac{42710}{1992}$
(Name of Officer)	(Title)	( Ad	dress)

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: Surgert Mar

FOR ALL TERRITORY SERVED PSC KY No. 5 Second Revised Sheet No. 39 Canceling PSC KY No. 5 First Revised Sheet No. 39

# CLASSIFICATION OF SERVICE

#### SCHEDULE A - FARM AND HOME SERVICE

#### APPLICABILITY

Applicable to residential consumers subject to the established rules and regulations of the Seller. The capacity of individual meters served under this schedule shall not exceed 7.5 H.P. Not applicable to loads having demands greater than 50 KW.

TYPE OF SERVICE

Single phase, 60 cycles, at available secondary voltage.

MONTHLY RATE

Customer Charge	\$10.22 per meter per month	(I)
All kWh per month	\$0.08123 per kWh	(I)

#### 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 amount 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.

#### MINIMUM CHARGES

The minimum monthly charge under the above rate shall be \$9.82 net where 10 KVA or less of transformer capacity is required. Each consumer who requires more than 10 KVA of transformer capacity shall pay, in addition to the above minimum \$.86 for each additional KVA or fraction thereof required. Payment of the minimum monthly charge shall entitle the member in all cases to the use of the number of kilowatt-hours corresponding to the minimum charge in accordance with the foregoing rate.

DATE OF ISSUE:	October 5, 2021	EFFECTIVE:	October 1, 2021
ISSUED BY:	Barry L. Myers, G	eneral Manager	2

Issued by authority of an order of the Public Service Commission of Kentucky In Case No. 2021-00119 dated September 30, 2021.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide G. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 40

 Canceling PSC KY No.
 5

 First Revised Sheet No.
 40

# CLASSIFICATION OF SERVICE

# SCHEDULE A - FARM AND HOME SERVICE (continued)

TERMS OF PAYMENT

The above rates are net, the gross rates being five percent higher. In the event the current monthly bill is not paid by the first of the month following the meter reading date, the gross rates shall apply.

DATE OF ISSUE: October 5, 2021	EFFECTIVE:	October 1, 2021
ISSUED BY: Dann L.	Then	
Barry L Myers, Ger	neral Manager	

Issued by authority of an order of the Public Service Commission of Kentucky In Case No. <u>2021-00119</u> dated <u>September 30, 2021</u>.

FOR ALL TERRITORY SERVED PSC KY No. <u>5</u> Second Revised Sheet No. <u>41</u> Canceling PSC KY No. <u>5</u> First Revised Sheet No. <u>41</u>

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# CLASSIFICATION OF SERVICE

# SCHEDULE GP - GENERAL PURPOSE SERVICE

#### APPLICABILITY

Applicable to small commercial, churches, community centers, industrial, public buildings, and three-phase farm service, including lighting, heating and power, subject to the established rules and regulations of the Seller.

CHARACTER OF SERVICE Single-phase or three-phase, 60 cycles, at available secondary voltages. MONTHLY RATE PART I (For demands less than 50 KVA)

Demand Charge: None Energy: Customer Charge \$10.40 per meter per month All KWH per month \$0.08140 Per KWH

Minimum Monthly Charges:

\$10.00 where 3 KVA or less of transformer capacity is required. Each consumer who requires more than 3 KVA of transformer capacity shall pay, in addition to the above minimum, \$.86 for each additional KVA or fraction thereof required. Where the minimum charge is increased in accordance with the terms of this section, additional energy therefore may be taken in accordance with the terms of the foregoing schedule.

DATE OF ISSUE: October 5, 2021	EFFECTIVE: October 1, 2021
ISSUED BY: Bay 2	m.
ISSUED BY: Barry L. Myers, G	eneral Manager

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00119 dated September 30, 2021.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Bidwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Territory Served PSC KY No. <u>5</u> Second Revised Sheet No. <u>42</u> Canceling PSC KY No. <u>5</u> First Revised Sheet No. <u>42</u>

#### CLASSIFICATION OF SERVICE

#### SCHEDULE GP - GENERAL PURPOSE SERVICE (continued)

# PART 2 (for loads requiring 50 KVA and above installed transformer capacity)

Demand Charge:	\$ 5.54 per KW of billing demand	(I)
Energy Charges:		
Customer Charge	\$51.79 per meter per month	(I)
All KWH per month	\$ 0.06011 Per KWH	(I)

#### 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 and adjusted for power factor as provided below.

#### POWER FACTOR ADJUSTMENT

The consumer agrees to maintain unity power factor as nearly as practicable. The measured demand will be adjusted to correct for consumers with 50 KW or more of measured demand to correct for average power factors lower than 90 per cent. Such adjustments will be made by increasing the measured demand 1 percent for each 1 percent by which the average power factor is less than 90 percent lagging.

#### 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 amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed ten percent (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.

DATE OF ISSUE:	October 5, 2021	EFFECTIVE:	October 1, 2021
ISSUED BY:	Fang L.	The	
	Barry 4. Myers, Go	eneral Manager	

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00119 dated September 30, 2021.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide G. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Territory Served PSC KY No. <u>5</u> Second Revised Sheet No. <u>43</u> Canceling PSC KY No. <u>5</u> First Revised Sheet No. <u>43</u>

#### CLASSIFICATION OF SERVICE

SCHEDULE GP - GENERAL PURPOSE SERVICE (continued)

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MINIMUM MONTHLY CHARGE

The minimum monthly charge shall be the highest of the following charges as determined for the consumer in question. 1. The minimum monthly charge as specified in the contract for service. 2. A charge of \$.86 per KVA of installed transformer capacity. 3. A charge of \$28.75

#### MINIMUM ANNUAL CHARGE FOR SEASONAL SERVICE

Consumers requiring service only during certain seasons not exceeding 9 months per year may guarantee a minimum annual charge, in which case there shall be no minimum monthly charge. The minimum annual charge shall be sufficient to assure adequate compensation for the facilities installed to serve the Consumer, and in no event shall it be less than \$11.52 per KVA of installed transformer capacity or \$384.16 whichever is greater.

#### SERVICE PROVISIONS

1. Delivery Point If the 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 the 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 electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the Consumer.

DATE OF ISSUE:	October 5, 2021	EFFECTIVE:	October 1, 2021
ISSUED BY:	Barry L. Myers, G	Manager energi Manager	

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. <u>2021-00119</u> dated <u>September 30, 2021</u>.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Territory Served PSC KY No. <u>5</u> Second Revised Sheet No. <u>44</u> Canceling PSC KY No. <u>5</u> First Revised Sheet No. <u>44</u>

#### CLASSIFICATION OF SERVICE

# SCHEDULE GP - GENERAL PURPOSE SERVICE (continued)

2. Primary Service If the service is furnished at primary distribution voltage, a discount of fifteen cents (\$.15) per KW shall apply to the demand charge, and if the minimum charge is based on transformer capacity, a discount of seven percent (7%) shall apply to the minimum charge. However, the Seller shall have the option of metering at secondary voltage and adding the estimated transformer losses to the metered kilowatt demand and kilowatt hours.

TERMS OF PAYMENT

The above rates are net, the gross rates being five percent (5%) higher. In the event the current monthly bill is not paid by the first of the month following the meter reading date, the gross rates shall apply.

DATE OF ISSUE: October 5, 2021 EFFECTIVE: October 1, 2021	1
ISSUED BY: Dawn & Then	
Barry Z. Myers, General Manager	

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. <u>2021-00119</u> dated <u>September 30</u>, 2021.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide C. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# FOR ALL TERRITORY SERVED PSC KY No. 5 Second Revised Sheet No. 45 Canceling PSC KY No. 5 First Revised Sheet No. 45

#### CLASSIFICATION OF SERVICE

# SCHEDULE SL - STREET LIGHTING SERVICE

#### AVAILABILITY

Available to towns and villages for controlled street lighting From dusk to dawn.

Mercury Vapor	Charge/Fixt	ure		
175 watts	\$2.95 plus	70 KWH/Light/Month @ G	P-1 Rate	(I)
250 watts	\$3.55 plus	100 KWH/Light/Month @ G	P-1 Rate	(I)
400 watts	\$4.70 plus	160 KWH/Light/Month @ G	P-1 Rate	(I)
High Pressure So	dium Charge/	Fixture		
100 watts	\$3.38 p	olus 41 KWH/Light/Month	@ GP-1 Rate	(I)
250 watts	\$5.20 p	olus 106 KWH/Light/Month	@ GP-1 Rate	(I)
LED Lighting			Charge/Fixture	
Security Ligh	t (Approximate	e 6000-9200 Lumens)	\$9.84/Month	(I)
		ate 10600-15900 Lumens)	\$12.98/Month	(I)
		nate 14500-21600 Lumens)	\$17.56/Month	(I)
*If Additic	onal Wood Pole	(s) Required:		
*Wood pole(	s) not to exc	eed 30', and not more th	an 100' of wire	

\*Wood pole(s) not to exceed 30', and not more than 100' of wire distance, will be installed for one-time, upfront fee of \$275 per pole.

DATE OF ISSUE: October 5, 2021	EFFECTIVE: October 1, 2021
ISSUED BY: Hann	Then
Barry L/ Myers, G	ieneral Manager

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00119 dated September 30, 2021.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Tride 6. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVEDPSC KY No.5Second Revised Sheet No.46Canceling PSC KY No.5First Revised Sheet No.46

#### CLASSIFICATION OF SERVICE

SCHEDULE SL - STREET LIGHTING SERVICE

## CONDITIONS OF SERVICE

- Street-Lighting equipment including lamps, fixtures, controls and the necessary overhead street-lighting circuits, transformers and additional guys and fittings will all be furnished by the Cooperative.
- 2. Lamp replacements will be furnished and made by the Cooperative.
- 3. Service will be furnished for future additional lamps in accordance With the above charges.
- 4. Billing will be on a monthly basis.
- 5. Should the service required be other than the above standard Provisions, the Cooperative reserves the right to revise the charges listed above so as to include any unusual costs involved.

DATE OF ISSUE: October 5, 2021 EFFECTIVE: October 1, 2021 ISSUED BY: Barry L, Myers, General Manager

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. <u>2021-00119</u> dated <u>September 30, 2021</u>.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide G. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

P.S.C. KY No.

Sheet No. 47

# TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

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Cancelling P.S.C. No.

Sheet No.

	CLASSI	FICATION OF S	ERVICE	
SCHEDULE SL	- STREET LIGHT	ING SERVICE		
		TAYLOR COUNTY RECC SECURITY LIGHT LEASE AGREEMENT	### <b>#</b> ################################	= = = = = = = = = = = = = = = = = = =
	The Taylor County Rural Electric Cooperative Co a member of the Cooperative, hereby mutually (	rporation (hereinatter called the Coopera agree as follows.	live) and	
	<ol> <li>The Cooperative will furnish and install, of n necessary connections to the unit which shall be consumption of the unit, as given in 0, below.</li> </ol>	o expense to the property owner member	r, a yard light unit on an existing pole and wi rer month, per light, in addition to the kilowa	i make all thour
	(a). If the unit is on the load side of the memb			
	(b) If the unit is not metered, then the member billing purposes.	er agrees that the kilowatt hours shown be	low shall be added to his meter reading mo	they for
	(c) The flat rate shall be as given below an of the member requesting this service.	d the kilowatt-hour consumption shown sh	all be billed at the energy rate for the class :	of service
	Nominal Lamo Size Mercury Vapar	Mo. Charge Per Fixture	Average Mo. Energy	
	175 watts 400 watts	\$2.84 4.52	20 KWH 160 KWH	
	<u>High Pressure Sociem</u> 100 watts 250 watts	3.25 5.00	41 KWH 106 KWH	
	230 waits 2, 11 one additionat pole, not exceeding 30 dollars (\$100.00) shall be billed to the property or	, and not more than 100 feet of wire dis		ne hundred
3. If more than one pole is required, the member agrees to pay the actual cost of construction beyond first pole and first 100 feet of whe distance.				
	<ol> <li>The member further agrees that the unit(s) failure to pay the charges set (orth herein.</li> </ol>	together with the poles and conductors, i	may be removed at any lime by the Coope	rative upon
	<ol> <li>It is multially agreed that service interrup lamps and all other necessar repairs shall be possible offer notice of such interruption of servi- tor service interruption time due to tamp failure (</li> <li>The member further agrees to protect the wait(of destruction of this unit.</li> <li>It is multially agreed that the unit(s), as</li> </ol>	made only during the regular working he ce is received. No reduction will be made or other cause beyond the control of the C unit from domage as far as said member installed, remains the property of the Cc	surs of the Cooperative's service personne to the members monthly charge under this cooperative. is able. The member will be held liable for the soperative and will be removed at the re-	ca soon as agreement andalism or quest of the
	member upon the anniversary date of this agre as set forth herein.	ement in ony year. The minimum such pe	riod shall be one year. for which member a	grees to pay
	<ol> <li>Charges are agreed to as follows: <u>Eixtures and Poles</u></li> </ol>			
		month, each. \$100:00 each, payable in fuil, vi		
	Add KWHRS @ <u>current rat</u> s	E KWH per unmetered lamp to members r	monthly consumption.	
	Remarks:			
	Charge for any additional construction t	o be billed in full	<u> </u>	COMMAND STON
	Dale	Taylor County I	Rural Electric Cooperative Corp.	PUBLIC SERVICE COMMISSION OF KENTUCKY
	WO#	Approved by		EFFECTIVE
	M/S #			0000
	Map# Meter#	Member		MAY 0 1 2003
	Phone#			
=======================================				PURSUANT TO 807 KAR 5:011
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ISSUED BY	anger. me		,Campbellsvil	
•••	ame of Officer)	(Title)	( Addr	
Issued by au KY in Case NC		order of the Ated April 23		e Commission of

# 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

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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:

- 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, and 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.

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- 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 fivetenths percent (0.5%) of Cooperative's poles in Kentucky or to no more than 300 Poles, whichever is less. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.
- L. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.
- M. Make-ready Costs are all costs necessary for Cooperative to prepare its Poles for Licensee's Attachments, including the costs of materials, labor, engineering, applicable overhead charges and administrative costs. Included among Makeready 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 poleowner construction standards if the poles, attachments, or third-party or utility

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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 but that is also attached to Cooperative's Poles.
- 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.
- 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 Cooperative Supply Space and the necessary ground clearance as defined in the NESC and strong enough to meet the requirements of the specifications mentioned in ARTICLE III for the Cooperative facilities. For Poles with existing Attachments, a Standard

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pole is tall enough to include the addition of the Communication Worker Safety Zone and Communication Space, as herein defined, for Cooperative and all existing Attachments.

- W. Supply Space is the following described space:
  - For Cooperative, the uppermost nine (9) feet measured from top of pole on Single Phase poles and Multiphase Tangent poles. For Multiphase Vertical poles the uppermost sixteen and a half (16 <sup>1</sup>/<sub>2</sub>) feet. There may be instances where Supply Space appurtenances extend down beyond noted boundaries, in these cases required NESC clearances will define the boundary location.
  - 2. For Licensee, a Communication Space of One (1) foot on poles below the Communication Worker Safety Zone. The Supply Space shall provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. Licensee will make its initial Attachments at the lowest possible point within the Communication Space that provides such ground clearance and provides one foot of separation from the nearest attachment.
  - 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

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over part or all of the communication path. Wireless Facilities include but are not limited to, antennas, distributed antenna systems, wireless transmitters, wireless gateways, mini-cells, wireless loops, wireless networks or devices transmitting in millimeter wavelength spectrum.

# ARTICLE III - ATTACHMENTS TO POLES

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

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which point Licensee shall bring the Attachment into full compliance with the specifications of APPENDIX B then in effect.

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

# ARTICLE IV - ESTABLISHING ATTACHMENTS TO POLES

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

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

- 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. Licensee shall provide cooperative with annual report on all new Service Drop(s) added over course of the previous twelve (12) months. This report shall be provided no later than December 31 and include pole numbers for the purpose of updating Cooperative maps.
- 2. A party, without following the procedures outlined herein, may utilize vertical unused space below its specifically-authorized space for terminals, risers or other reasonable vertical Attachments if the existing use of the Pole is authorized, such use does not interfere with any Outside Party's operations, and such use complies with the terms of this Schedule.
- 3. If a person or entity expects to submit an Application (or series of Applications) seeking to attach to more than five-tenths percent (0.5%) of Cooperative's Poles in Kentucky (or to more than 300 Poles, whichever is less), then as soon as reasonably practicable (and in no event less than sixty (60) days before submission of such Application(s)), the person or entity shall provide written notification to Cooperative describing the details of the expected Application, including location and number of Poles to be impacted, relevant timelines, expected Make-ready, and similar information.
- 4. .For attachments involving only Simple Make-ready, an applicant may elect to proceed with the one-touch Make-ready ("**OTMR**") process described in Section C, below. An applicant shall elect the OTMR process in writing in its Application and shall identify the Simple Make-ready that it will perform. It is the responsibility of the applicant to ensure it or its contractor accurately determines if the relevant Make-ready is Simple Make-ready or Complex Make-ready. Applications not electing the OTMR process shall proceed and be processed pursuant to Section B, below.
- B. PROCEDURE

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- 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.[<sup>1</sup>] 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.
  - 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 Lower 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

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<sup>&</sup>lt;sup>1</sup> [NTD: Per Section 4(6) of the Pole Attachment Regulation, A utility's tariff may require prepayment of the costs of surveys made to review a pole attachment application, or some other reasonable security or assurance of credit worthiness, before a utility shall be obligated to conduct surveys pursuant to this section. If a Cooperative requires prepayment, a per-pole estimate of costs must be included in the tariff and the payment of estimated costs shall satisfy any requirement that survey costs be prepaid.]

access within sixty (60) days of receipt of a complete Application.

- c. The parties shall negotiate in good faith the timing of all requests for attachment which exceed 1,000 Poles or one and five-tenths percent (1.5%) of Cooperative's poles in Kentucky.
- iii. Each applicant shall be responsible for the costs of surveys made to review its Application, even if the Application is ultimately denied or the applicant decides not to go forward with the attachments.
- iv. Applicant and relevant Outside Parties may be present for any field inspection conducted as part of a Cooperative's survey. Cooperative will use commercially reasonable efforts to provide these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection.
- 3. Make-Ready Estimates
  - 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.
  - 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

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- 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;
    - 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 Lower Volume Orders, and no more than seventy-five (75) 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, 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 Lower Volume Orders, and no more than one-hundred thirty-five

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(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 Makeready, consistent with the Pole Attachment Regulation;
- v. State that if Make-ready is not completed by the completion date established by Cooperative, the applicant may complete the Make-ready; and
- vi. State the name, telephone number, and email address of a person to contact for more information about the Make-ready procedure.
- ii. Cooperative will provide the applicant a copy of the notice(s) and the existing attachers' contact information and address where the Cooperative sent the notices. The applicant shall be responsible for coordinating with existing attachers to encourage completion of Make-ready by the dates established by Cooperative.
- iii. Cooperative will complete its own Make-ready consistent with the dates established in the relevant notice(s).
- 5. Final Invoice

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

- 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

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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 overlashing party 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

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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 Makeready 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 beyond sixty (60) days from the completion date provided in the case of Lower Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a

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period for longer than necessary to complete Make-ready on the affected Poles.

- 7. Self-Help Remedy
  - i. Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.
  - ii. An applicant shall allow 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.
    - 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.
    - An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an

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Approved Contractor to conduct any survey pursuant to the OTMR process.

- ii. An applicant shall allow Cooperative and any affected Outside Party to be present for any field inspection conducted as part of its survey.
- iii. An applicant shall use commercially reasonable efforts to provide Cooperative and affected Outside Parties with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the inspection, and name of the contractor performing the inspection.
- 3. Application Review on Merits
  - 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 Lower 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.

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- 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 Makeready. An applicant shall use Cooperative or an Approved Contractor to perform the Make-ready.
  - ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
  - iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
  - iv. If an applicant/Licensee or Cooperative determines that Makeready classified as Simple Make-ready is in fact Complex Makeready, 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 the overlashing

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party 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, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

- D. OVERLASHING.
  - 1. Any person or entity seeking to overlash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required under APPENDIX A, excluding a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.
  - 2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.

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- 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 within fourteen (14) days following notice from Cooperative. Overlashing parties shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with overlashing activity. Nothing herein shall limit or impact Licensee's obligations with respect to maintenance of overlashed facilities beyond their initial attachment, nor shall it limit or impact Cooperative's rights and remedies with respect to enforcement of those obligations beyond initial attachment.

# ARTICLE V - RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

Cooperative does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Cooperative has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee's Attachments. If the Licensee

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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.

# ARTICLE VI - MAINTENANCE OF POLES AND ATTACHMENTS; CONTRACTORS

A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by

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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 upto-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:
  - The contractor has agreed to follow published safety and operational guidelines of Cooperative;
  - 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

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addition to the list of any contractor that meets the minimum qualifications in the preceding section.

- i. If Cooperative does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant's chosen contractor shall meet the minimum requirements delineated in the above section C, as certified by the applicant consistent with the Pole Attachment Regulation.
  - 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.

### 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

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Audit or Pole Audit) no more frequently than once every five (5) years; provided, however, the inventory may be done on a rolling basis on subsets of Poles, such that each subset is inventoried no more than once every five (5) years. Licensee and all Outside Parties shall cooperate and participate in the Actual Inventory. Licensee and all Outside Parties shall reimburse Cooperative for their respective pro-rata shares of the total cost of the Actual Inventory, based on the number of each attaching entity's total attachments on poles, as determined by the Actual Inventory. For the purpose of such Actual Inventory, any pole used by the Licensee for the purpose of attaching wires or cables thereto shall be considered a Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Licensee has Attachments on Cooperative's poles.

- B. RESERVED.
- C. LICENSEE-SPECIFIC INSPECTION. If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee's Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative shall 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

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Licensee shall complete the required corrections. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee's facilities which may result to any facilities or property, except to the extent of Cooperative's gross negligence or misconduct. Failure by Cooperative to inspect Licensee's conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible. for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

- 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.

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### 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 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 for which it has contributed in whole or in part.
- iv. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- v. In the event Cooperative installs a pole larger than is initially required for Electric Utility's and Licensee's use in anticipation of Cooperative's future requirements or additions, the additional space provided by Electric Utility shall be reserved for Cooperative's sole use. Licensee may request documentation to validate the need for future space.
- vi. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Makeready costs necessary to permit the other party to use its own Space.

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

### B. DIVISION OF COSTS FOR VIOLATIONS

- 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

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obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Cooperative or Outside Parties.

- v. In all circumstances, all of the parties on the pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of the 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 Makeready costs necessary to permit the other party to use its own Space.
- viii. Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

### ARTICLE IX - UNAUTHORIZED ATTACHMENTS

A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("Unauthorized Attachment"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification (via the designated electronic means, if any) within fifteen (15) business days to verify or deny the Unauthorized

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Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A:

- i. an Unauthorized Attachment exists *with no* violations, then the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment.
- ii. an Unauthorized Attachments exist with violations, then the Licensee shall correct all violations within 90 days or by a mutually agreed upon time. All Make-Ready Costs being borne by the Licensee. Once all corrections are made, the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment
- 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,

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except in the case of Cooperative's gross negligence or willful misconduct); and/or

- b. Transfer the relevant Pole such that it becomes the property of the Licensee, as is, and the Licensee shall save, defend and hold harmless Cooperative from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay Cooperative the then depreciated value in place of the Pole to Cooperative. Cooperative may further evidence transfer of title to the pole by completing APPENDIX C BILL OF SALE. Credit shall be allowed for any payments which the Licensee may have made under the provisions of ARTICLE VII, when the Pole was originally set, provided the Licensee furnishes proof of such payment. However, if Cooperative is putting its facilities underground, the Pole will not be sold to the Licensee, and the Licensee shall comply with the undergrounding of the facilities or remove its facilities.
- B. If, for safety or reliability purposes, it is necessary for Cooperative to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee's attachment on an 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.
- D. Cooperative may perform simple Transfer(s) immediately after setting new Pole with prior written approval from Licensee. Cooperative shall bill Licensee for the actual costs of this agreed upon work.

## 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:

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- 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.
- 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.

### 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.

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## 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.

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### **ARTICLE XVI - REMEDIES**

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

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

### ARTICLE XVII - REPRESENTATIONS AND WARRANTIES

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

### ARTICLE XVIII - INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY

A. Licensee agrees to indemnify, defend and hold harmless Cooperative, its affiliates, directors, officers, member-owners, representatives and employees (collectively

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"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, 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

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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 EQUITABLE, LEGAL, IN CONTRACT, TORT, OR OTHERWISE),

## ARTICLE XIX - CONSTRUCTION

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

### ARTICLE XX - ASSIGNMENT OF RIGHTS

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

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### 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.

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.

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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.

Certificate of Insurance; Other Requirements. Prior to the execution of a Contract under C. 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 Cooperative shall be given thirty (30) calendar days advance notice of this Schedule. 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

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required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Cooperative upon request.

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

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

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.

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### ARTICLE XXII - FORCE MAJEURE

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

### ARTICLE XXIII - SEVERABILITY

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

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KENTUCKY PUBLIC SERVICE COMMISSION Linda C. Bridwell **Executive Director EFFECTIVE** 12/28/2022

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

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

To be submitted along with sections 1 and 2 of the Request to Attach Licensee Job # Cooperative Work Order #

(to be completed by Licensee) (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
a description of the second	and the second	
		P. 6

#### OTMR Transfer Work Information

Field Supervisor	Additional Comments:	
Title		
Phone		
Email		
Estimated Crew Size		

By submitting this application, I fully and completly 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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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.

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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.

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 to 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.

Issue Date: January 27, 2023 Effective Date: December 28, 2022 Approved by Order of the Kentucky Public Service Commission entered December 28, 2022, Case No. 2022-00106 Issued by: <u>/s/ Jeff Williams</u> Name/Title: Jeff Williams, CEO

PUBLIC SERVICE COMMISSION Linda C. Bridwell **Executive Director** EFFECTIVE 12/28/2022

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

**KENTUCKY** 

### 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.

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:

a. On every pole to which 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.

b.On every pole to which Licensee is attached, Licensee shall install a pole tag at eye level identifying that Licensee is attached to pole.

c. 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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**KENTUCKY** PUBLIC SERVICE COMMISSION Linda C. Bridwell **Executive Director** dwell EFFECTIVE 12/28/2022

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

8. Maximum Pole Height: Due to equipment and servicing restraints the maximum size Pole Cooperative can install on its system, for regulator bank installations, is fifty (50) feet. For all cases where the combined requirements of Cooperative and Attacher call for a larger pole, all parties will work together to find a solution that accommodates this restraint. If a satisfactory solution cannot be determined, the Cooperative reserves the right to deny an application due to insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.

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KENTUCKY PUBLIC SERVICE COMMISSION Linda C. Bridwell **Executive Director EFFECTIVE** 12/28/2022

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

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

### BILL OF SALE

Agreement	made this day of	, 20, by and between, a
company/corporation	on with a principal office in,	, hereinafter called Buyer,
and	, a company/corporation, w	ith a principal office in ,
authorized to do an	d 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, \_\_\_\_\_\_\_ (State):

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

Additional locations on attached

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an "as is" and "where is" condition, with all faults.

2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TELECOMMUNICATIONS FACILITIES.

3. BUYER UNDERSTANDS THAT THE SELLER'S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH

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

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

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

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

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

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

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### FOR ALL COUNTIES SERVED P.S.C. No. 5 Original Sheet No. 58.37

### 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.

Issue Date: January 27, 2023 Effective Date: December 28, 2022 Approved by Order of the Kentucky Public Service Commission entered December 28, 2022, Case No. 2022-00106 Issued by: <u>/s/ Jeff Williams</u> Name/Title: Jeff Williams, CEO

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

### **APPENDIX E – FEES AND CHARGES**

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

The estimated cost of a survey conducted by Cooperative under this Schedule, on a perpole basis, is thirty dollars (\$30). Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

Pole Attachments shall be counted and billed as a single attachment for every occurrence of pole penetration. Cooperative will invoice Licensee in advance 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	\$0.2300
Two Party Anchor	\$0.7056
Three Party Pole	\$0.2183
Three Party Anchor	\$0.4700
Ground	\$0.1142

Issue Date: January 27, 2023 Effective Date: December 28, 2022 Approved by Order of the Kentucky Public Service Commission entered December 28, 2022, Case No. 2022-00106 Issued by: /s/ Jeff Williams Name/Title: Jeff Williams, CEO

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Andwell
EFFECTIVE
12/28/2022

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

### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION CATV POLE ATTACHMENTS PSC ADMINISTRATIVE CASE NO. 251

- 1. Equation Annual Charge Two-Party Poles
   Annual Charge = [(weighted average cost 35' and 40' poles x .85)\* 12.50']
   x annual fixed cost x .1224
- 2. Equation Annual Charge Three-Party Pole Annual Charge = [(weighted average cost 40' and 45' poles x .85)\* - 12.50<sup>\*</sup>] x annual fixed cost x.0759
- 3. Equation Annual Charge Anchor Two-User Annual Charge = weighted average cost anchor x annual fixed cost x .5
- 4. Equation Annual Charge Anchor Three-User Annual Charge = weighted average cost anchor x annual fixed cost x .3333
- 5. Equation Annual Charge Ground Two-Party Annual Charge = weighted average cost ground x annual fixed cost x .1224
- 6. Equation Annual Charge Ground Three-Party Annual Charge = weighted average cost ground x annual fixed cost x .0759
- 1. Two-Party Pole Charge =[(62.60 x 1\*)-0] x .1868 x .1224= 1.43
- 2. Three-Party Pole Charge = [(93.77 x 1\*)-0\*] x.1868 x .0759= 1.32
- 3. Two-Party Anchor Charge = 12.40 x .1868 x .5= 1.16
- 4. Three-Party Anchor Charge = 12.40 x .1868 x .3333= .77
- 5. Two-Party Ground Charge = 5.93 x .1868 x .1224= .14
- 6. Three-Party Ground Charge = 5.93 x .1868 x .0759= .08

\*Actual bare cost of poles is recorded in A/C 364 by Taylor County RECC

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## CATV POLE ATTACHMENTS

## PSC ADMINISTRATIVE CASE NO. 251

Fixed Charges on Investments from PSC Annual Report (12/31/82)

1.	Operation and Maintenance Expense Line No. 53, Page	\$ 583,196.36	
2.	Customer Accounts Expense Line No. 8, Page 15	326,663.24	
3.	Customer Service and Informational Line No. 14, Page 15	Expense 21,175.38	
4.	Administrative and General Expense Line No. 35, Page 15	492,784.27	
5.	Depreciation Expense Line No. 28, Page 13	291,428.53	
6.	Taxes Other than Income Taxes Line No. 30, Page 13	133,593.73	
	Subtotal	\$ 1,848,841.51	
	Divided by Line 2, Page 1	\$13,817,992.92	13.38%
7.	"Cost of Money" Rate of Return on Investment Allowed in the last General Rate Increase, Case No. 8250 Effective 11/25/81		5.30
	Annual Carrying Charges		18.68%

P.S.C. KY No. 5

Sheet No. 59

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

#### RULES AND REGULATIONS

<u>APPLICABILITY</u> Applicable to all rate schedules.

FRANCHISE FEES, PAYMENTS OR TAXES

In the event that Taylor County Rural Electric Cooperative Corporation shall, in the course of providing service within its established service area, be required to bid upon, and obtain, franchise permits or agreements entitling the Corporation to provide such service within designated areas, and in the further event that such franchise permits or agreements require payment by the Corporation to the franchisor, then such franchise fees, payments, or taxes shall be prorated among, and charged to, the Corporation's consumer members within the area subject to any such franchise permit or agreement. The Corporation, upon entering into an agreement with the franchisor for the payment of a fair and reasonable franchise fee or tax in consideration for privilege of providing electric utility service to its the consumer-members within the franchise area, shall, with each periodic billing to its affected consumer-members, set forth as a separate charge upon each of such billings the specific amount attributable to the applicable franchise fee or tax, and identify such separate charge so that each affected consumer-member will be apprised of both the nature and extent of the prorated cost of the subject franchise privilege. The payment of such franchise fee or tax as is thus assessed to the account of each consumermember shall become a prerequisite for continued service to that consumer-member to the same extent as is provided for and with respect to all other charges imposed under the Corporation's tariff.

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ISSUED BY William Harris	President Ca	ampbellsville, KY 42719 P <b>URSUANT TO 807 KAR 5</b> 011,
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P.S.C. KY No.

Sheet No. 60

### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

### RULES AND REGULATIONS

ENERGY EMERGENCY CURTAILMENT PROCEDURES Purpose-To provide a plan for reducing the consumption of electric energy on Taylor County Rural Electric Cooperative Corporation'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 Appendix A
- II. Residential Use
- III. Commercial and Industrial Uses
  - IV. Nonessential Uses--as defined in Appendix B
  - V. Interruptible Loads
  - VI. Direct Load Control

Procedures-East Kentucky Power Cooperative, Inc. ("EKPC"), which supplies the wholesale power to the cooperative will notify Taylor County RECC 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 Taylor County RECC will take the following actions listed in priority order in accordance with EKPC's "Emergencypuelle Service COMMISSION Procedures" ("EEP") revised February 17, 1995 and filed in FREGUCKY Admin. case No. 353 as part of it's Wholesale Tariff: EFFECTIVE

- 1. EKPC will initiate Direct Load Control and notify Taylor County RECC. MAR 18 1996
- 2. EKPC will interrupt Interruptible Loads and notifyPURSyANDITO 807 KAR 5:011, County RECC. SECTION 9 (1)

DATE OF ISSUE March 15, 1996 DATE EFFECTIVE March 18, FORMEPUBLIC SERVICE COMMISSION ISSUED BY Manager, Campbellsville, KY 42719 (Name of Officer) (Title) (Address)

P.S.C. KY No.

Sheet No. 61

### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

### RULES AND REGULATIONS

3. Taylor County RECC will initiate its Load Reduction Procedure,

- Appendix C.
- 4. EKPC will notify Taylor County RECC to initiate its Voltage Reduction Procedure, Appendix D.
- 5. EKPC will notify Taylor County RECC and EKPC and Taylor County RECC will initiate media appeal for general Voluntary Load Reduction Procedure, Appendix E.
- 6. EKPC will, in coordination with other Kentucky electric utilities, request the Govenor to declare a statewide Energy Emergency.
- EKPC will request Taylor County RECC to initiate mandatory load reduction of up to 20 percent in five percent steps, Appendix F.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 18 1996

PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY: <u>Condence C. Mark</u> FOR THE PUBLIC SERVICE CONAMISSION

DATE OF ISSUE March 15, 1996	DATE EFFECTIVE March 18, 1996
ISSUED BY Bang S. Then	Manager, Campbellsville, Ky. 42719 (Title) (Address)
(Name of Office)	(Title) (Address)

### P.S.C. KY No.

Cancelling P.S.C. No.

### Sheet No. 62

### TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Sheet No.

### RULES AND REGULATIONS

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### ESSENTIAL HEALTH AND SAFETY USES

Essential health and safety uses 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 dentention 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 operation.
- (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.
- (g) "Transportation and Defense-related Services", which shap KENFUCK COMMISSION limited to essential uses required for the operation, guidance ive 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. MAR 18 1996

PURSUANT TO 807 KAR 5011, DATE OF ISSUE March 15, 1996 DATE EFFECTIVE March 18: 1996 Conc. C. Head ISSUED BY Manager, Campbellsville, KY 42719 (Name of Officer) (Title) (Address)

P.S.C. KY No.

Sheet No. 63

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

### RULES AND REGULATIONS

(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.

 "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.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 18 1996

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Quedan C. Mark FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE March 15, 1	.996 DATE EFFECTIV	E March 18, 1996
DATE OF ISSUE March 15, 1 ISSUED BY Dawn J. W.	Manager, Ca	P. O. Box 100 mpbellsville, KY 42719
(Name of Office	(Title)	( Address)

P.S.C. KY No.

Sheet No. 64

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

#### RULES AND REGULATIONS

#### 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 PhatenetredE for MISSIGE lighting, heating or cooling of commercial or indust@HENTUCKY facilities for maintenance cleaning or business-relatedECTIVE activities during non-business hours.

MAR 18 1996

PURSUANT TO 807 KAR 5:011. SECTION 9(1) BY: Queden C. Meel FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE March 15, 1996	DATE EFFECTIVE March 18, 1996	
ISSUED BY BALLY M	P. O. Box 100	
(Name of Officer)	DATE EFFECTIVE March 18, 1996 P. O. Box 100 —Manager, Campbellsivlle, KY 42719 (Title) (Address)	

P.S.C. KY No.

Sheet No. 65

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

#### RULES AND REGULATIONS

LOAD REDUCTION PROCEDURE

**OBJECTIVE:** 

To reduce demand at Taylor County RECC's 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.

**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 Supervisor 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 URANTERVICE COMMISSION office equipment except as they are used OF KENTUCKY -in the winter, setting thermostats no higher than 68 degrees, and in the summer no lower than 76 degrees

MAR 18 1996

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

DATE OF ISSUE <u>March 15, 1996</u> DATE EFFECTIVE <u>March 16, The P. O. Box 100</u> ISSUED BY Manager, Campbellsville, KY 42719 (Name of Officer) (Title) (Address)

P.S.C. KY No.

Sheet No. 66

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

#### RULES AND REGULATIONS

VOLTAGE REDUCTION PROCEDURE

**OBJECT:** 

To reduce demand on Taylor County RECC's 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 OF KENTUCKY EFFECTIVE

MAR 18 1996

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Ordan C. Mel FOR THE PUBLIC SERVICE COMMISSION

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DATE OF ISSUE March 15,	1996 DATE EFE	ECTIVE March 18, 1996	
	DATE BFFE	March 10, 1990	
R an	1	P. O. Box 100	
ISSUED BY Dany 7	hum Manager,	Campbellsville, KY	42719
(Name of Offic	er) (Title)	(Address)	
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P.S.C. KY No.

Sheet No. 67

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

#### RULES AND REGULATIONS

VOLUNTARY LOAD REDUCTION PROCEDURE

**OBJECTIVE:** 

To reduce demand on Taylor County RECC's 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 the following radio and television stations WAIN, Columbia; WGRK, Greensburg; WKDO, Liberty; WVLC, Campbellsville; WCKQ, Campbellsville; WGRB, Campbellsville 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 Memebers:

Taylor County RECC is experiencing a critical shortage of electricity to its members, and is requesting that all nonessential 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).

PUBLIC SERVICE COMMISSION Please turn off all electricity you do not have to have or OF KENTUCKY Thank you for your cooperation."

MAD 1 8 1995

P.S.C. KY No.

Sheet No. 68

TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

Cancelling P.S.C. No.

Sheet No.

#### RULES AND REGULATIONS

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 EFFECTIVE

> > MADE 1 8 1995

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY <u>Phyllis Jannin</u> DIRECTOR/RATES & RESEARCH DIV.

DATE OF ISSUE <u>March 15, 1996</u> DATE EFFECTIVE <u>March 18, 1996</u> P. O. Box 100 ISSUED BY Manager, Campbellsville,KY 42719 (Name of Officer) (Title) (Address)

FOR ALL TERRITORY SERVED PSC KY No. 5 Second Revised Sheet No. 69 Canceling PSC KY No. 5 First Revised Sheet No. 69

## CLASSIFICATION OF SERVICE

#### Residential Marketing Rate - Schedule R-1

#### APPLICABLE

In all territory served.

#### AVAILABILITY

This special marketing rate is available for specific marketing programs as approved by Taylor County Board of Directors. The electric power furnished under this marketing program shall be separately metered for each point of delivery and is applicable during the below listed off-peak hours. This rate is available to consumers already receiving service under Schedule A, Farm and Home Service Rate. This marketing rate applies only to programs which are expressly approved by the Kentucky Public Service Commission to be offered under the Marketing Rate of East Kentucky Cooperative Wholesale power Rate Schedule A.

Months May through September <u>Off-Peak Hours - EST</u> 10:00 P.M. to 10:00 A.M.

October through April

12:00 P.M. to 5:00 P. M. 10:00 P.M. to 7:00 A.M.

#### TYPE OF SERVICE

Single phase, 60 Hertz, at available secondary voltage.

#### RATES

The energy rate for this program is:

All kWh

\$0.04807

(I)

DATE OF ISSUE:	October 5, 2021	EFFECTIVE:	October 1, 2021
ISSUED BY:			
	Barry L. Myers, Ge	enoral Manager	

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Ande G. Budwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 70

 Canceling PSC KY No.
 5

 First Revised Sheet No.
 70

## **CLASSIFICATION OF SERVICE**

## Residential Marketing Rate - Schedule R-1 (Con't)

#### FUEL ADJUSTMENT CLAUSE

All rates area pplicable to the Fuel Adjustment Clause and may be increased or decreased by an amount per KWH equal to the fuel adjustment amount 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 ot all other applicable provisions as set out in 807 KAR 5:056.

#### TERMS OF PAYMENT

The above rates are net, the gross rates are five (5%) higher. In the event the current monthly bill is not paid by the first of the month following the meter reading date, the gross rates shall apply.

DATE OF ISSUE: October 5, 2021	EFFECTIVE: October 1, 2021
ISSUED BY: Dawn K.	The .
Barry L. Myers, Ge	

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Andwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED PSC KY No. 5 Second Revised Sheet No. 71 Canceling PSC KY No. 5 First Revised Sheet No. 71

#### CLASSIFICATION OF SERVICE

#### Large Industrial Rate - Schedule C1

#### **Availability**

Applicable to contracts with demands of 500 to 4,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of billing demand. These contracts will be two "two-party" contracts with the first one being between the Seller and the Cooperative association and the second one being between the Seller and the ultimate consumer.

#### **Monthly Rate**

Consumer Charge	\$1,275.12		(I)
Demand Charge	\$6.43	per kW of billing demand	(I)
Energy Charge	\$0.05094	per kWh	(I)

#### **Billing Demand**

The monthly billing demand shall be the greater of (a) or (b) listed below:

- (a) The contract demand
- (b) The ultimate consumer's peak demand during the current month or preceding eleven months. The peak demand shall be 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:

## Months

October through April

#### Hours Applicable for Demand Billing - EST

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: October 5, 2021 EFFECTIVE: October 1, 2021

ISSUED BY: Barry L. Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Didwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED PSC KY No. 5 Second Revised Sheet No. 72 Canceling PSC KY No. 5 First Revised Sheet No. 72

## **CLASSIFICATION OF SERVICE**

## Large Industrial Rate - Schedule C1

#### Minimum Monthly Charge

The minimum monthly charge shall not be less than the sum of (a) and (b) 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.

## Power Factor Adjustment

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than 0.90~(90%), the demand for billing purposes shall be the demand as indicated or recorded, multiplied by 0.90~(90%) and divided by the power factor.

## Fuel Adjustment Clause

This rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount 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. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

#### **Special Provisions**

1. <u>Delivery Point</u> - 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.

DATE OF ISSUE: October 5, 2021 EFFECTIVE: October 1, 2021
ISSUED BY: Daug K. Than
Barry/L. Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Bidwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 73

 Canceling PSC KY No.
 5

 First Revised Sheet No.
 73

#### **CLASSIFICATION OF SERVICE**

#### Large Industrial Rate - Schedule C1

#### Special Provisions (con't)

2. 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 electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

#### **Terms of Payment**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rates shall apply.

#### **Temporary Service**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE: October 5, 2021 EFFECTIVE: October 1, 2021

ISSUED BY: Barry L. Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide C. Andwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 74

 Canceling PSC KY No.
 5

 First Revised Sheet No.
 74

#### CLASSIFICATION OF SERVICE

#### Large Industrial Rate - Schedule C2

#### Availability

Applicable to contracts with demands of 5,000 to 9,000 KW with a monthly energy usage equal to or greater than 400 hours per KW of billing demand. These contracts will be two "two-party" contracts with the first one being between the Seller and the Cooperative association and the second one being between the Seller and the ultimate consumer

#### **Monthly Rate**

Consumer Charge	\$2,969.66		(I)
Demand Charge	\$6.43	per kW of billing demand	(I)
Energy Charge	\$0.04483	per kWh	(I)

#### **Billing Demand**

The monthly billing demand shall be the greater of (a) or (b) listed below:

- (a) The contract demand
- (b) The ultimate consumer's peak demand during the current month or preceding eleven months. The peak demand shall be 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:

Months	Hours Applicable for Demand Billing - EST	
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:	October 5, 2021	EFFECTIVE:	October 1, 2021
-	R	011	

ISSUED BY: Barry L. Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide C. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 75

 Canceling PSC KY No.
 5

 First Revised Sheet No.
 75

## **CLASSIFICATION OF SERVICE**

#### Large Industrial Rate - Schedule C2

#### Minimum Monthly Charge

The minimum monthly charge shall not be less than the sum of (a) and (b) 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.

## **Power Factor Adjustment**

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

#### **Fuel Adjustment Clause**

This rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount 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. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

#### **Special Provisions**

1. <u>Delivery Point</u> - 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.

FOR ALL TERRITORY SERVED

DATE OF ISSUE: October 5, 2021 EFFECTIVE: October 1, 2021
ISSUED BY: Dans Then
Barry L. Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide C. Andwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

PSC KY No. 5 Second Revised Sheet No. 76 Canceling PSC KY No. 5 First Revised Sheet No. 76

## **CLASSIVICATION OF SERVICE**

#### Large Industrial Rate - Schedule C2

#### Special Provisions (con't)

2. 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 electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

#### **Terms of Payment**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rates shall apply.

#### **Temporary Service**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE: October 5, 2021 EFFECTIVE: October 1, 2021

ISSUED BY: ans Barry L. Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Ande C. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED PSC KY No. 5 Second Revised Sheet No. 77 Canceling PSC KY No. 5 First Revised Sheet No. 77

#### CLASSIFICATION OF SERVICE

#### Large Industrial Rate - Schedule C3

#### Availability

Applicable to contracts with demands of 10,000 KW and over with a monthly energy usage equal to or greater than 400 hours per KW of billing demand. These contracts will be two "two-party" contracts with the first one being between the Seller and the Cooperative

association and the second one being between the Seller and the ultimate consumer

#### **Monthly Rate**

Consumer Charge	\$3,542.66		(I)
Demand Charge	\$6.43	per kW of billing demand	(I)
Energy Charge	\$0.04365	per kWh	(I)

#### **Billing Demand**

The monthly billing demand shall be the greater of (a) or (b) listed below:

- (a) The contract demand
- (b) The ultimate consumer's peak demand during the current month or preceding eleven months. The peak demand shall be 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:

Months	Hours Applicable for Demand Billing - EST
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: October 5, 2021 EI	FFECTIVE: October 1, 20	021
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ISSUED BY: Barry L Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide C. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 78

 Canceling PSC KY No.
 5

 First Revised Sheet No.
 78

## **CLASSIFICATION OF SERVICE**

#### Large Industrial Rate - Schedule C3

## Minimum Monthly Charge

The minimum monthly charge shall not be less than the sum of (a) and (b) 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.

## **Power Factor Adjustment**

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

## **Fuel Adjustment Clause**

This rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount 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. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

#### **Special Provisions**

1. <u>Delivery Point</u> - 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.

DATE OF ISSUE: October 5, 2021	EFFECTIVE: October 1, 2021
ISSUED BY: Dang	Them
Barry L. Myers, G	eneral Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 79

 Canceling PSC KY No.
 5

 First Revised Sheet No.
 79

#### **CLASSIFICATION OF SERVICE**

## Large Industrial Rate - Schedule C3

#### Special Provisions (con't)

2. 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 electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

## **Terms of Payment**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rates shall apply.

#### **Temporary Service**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE: October 5, 2021	EFFECTIVE: October 1, 2021
ISSUED BY Dawn L.	Them
Barry L. Myers, Ge	eneral Manager

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 80

 Canceling PSC KY No.
 5

 First Revised Sheet No.
 80

## CLASSIFICATION OF SERVICE

## Large Industrial Rate - Schedule B1

#### Availability

Applicable to contracts with demands of 500 to 4,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of billing demand.

#### **Monthly Rate**

Consumer Charge	\$1,275.12	(I)
Demand Charge per kW of Contract Demand	\$ 6.43	(I)
Demand Charge per kW for Billing Demand in		
Excess of Contract Demand	\$ 9.32	(I)
Energy Charge per kWh	\$ 0.05094	(I)

#### **Billing Demand**

The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer's peak demand during the current month exceeds the contract demand. The load center'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:

.. . . .

Months	Hours Applicable for Demand Billing - EST
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: October 5, 2021	EFFECTIVE: October 1, 2021
ISSUED BY: Bau Z.	Thin
Barry L/Myers, G	eneral Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Lide C. Didwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 81

 Canceling PSC KY No.
 5

 First Revised Sheet No.
 81

#### **CLASSIFICATION OF SERVICE**

#### Large Industrial Rate - Schedule B1

#### Minimum Monthly Charge

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- (a) Consumer Charge.
- (b) The product of contract demand multiplied by the contract demand charge plus, the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
- (c) The product of the contract demand multiplied by 400 hours and the energy charge per KWH.
- (d) Contract provisions that reflect special facilities requirements.

#### Power Factor Adjustment

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

#### Fuel Adjustment Clause

This rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount 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. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE: October 5, 2021 EFFECTIVE: October 1, 2021
ISSUED BY: Dam L. Thum
Barry L. Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION	
Linda C. Bridwell Executive Director	
Thide C. Andwell	
EFFECTIVE	
10/1/2021	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

 FOR ALL TERRITORY SERVED

 PSC KY No.
 5

 Second Revised Sheet No.
 82

 Canceling PSC KY NO.
 5

 First Revised Sheet No.
 82

#### **CLASSIFICATION OF SERVICE**

#### Large Industrial Rate - Schedule B1

#### Special Provisions

1. <u>Delivery Point</u> - 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.

2 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 electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

#### **Terms of Payment**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rates shall apply.

#### **Temporary Service**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE: October 5, 2021 E	FFECTIVE: October 1, 2021
ISSUED BY: Dam L. T.	he
Barry I. Myers, General Manager	

KENTUCKY PUBLIC SERVICE COMMISSION	
Linda C. Bridwell Executive Director	
Lide C. Bidwell	
EFFECTIVE	
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

FOR ALL TERRITORY SERVED PSC KY No. 5 Second Revised Sheet No. 83 Canceling PSC KY No. 5 First Revised Sheet No. 83

#### CLASSIFICATION OF SERVICE

#### Large Industrial Rate - Schedule B2

#### Availability

Applicable to contracts with demands of 5,000 to 9,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of billing demand.

#### Monthly Rate

Consumer Charge	\$2,969.66	(I)
Demand Charge per KW of Contract Demand	\$ 6.43	(I)
Demand Charge per KW for Billing Demand in		
Excess of Contract Demand	\$ 9.32	(I)
Energy Charge per KWH	\$ 0.04483	(I)

#### **Billing Demand**

The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer's peak demand during the current month exceeds the contract demand. The load center'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:

Months	Hours Applicable for Demand Billing - EST
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: October 5, 2021 EFFECTIVE: October 1, 2021

ISSUED BY Barry L. Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide C. Andwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVED PSC KY No. 5 Second Revised Sheet No. 84 Canceling PSC KY NO. 5 First Revised Sheet No. 84

#### **CLASSIFICATION OF SERVICE**

#### Large Industrial Rate - Schedule B2

#### Minimum Monthly Charge

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- (a) Consumer Charge.
- (b) The product of contract demand multiplied by the contract demand charge plus, the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
- (c) The product of the contract demand multiplied by 400 hours and the energy charge per KWH.
- (d) Contract provisions that reflect special facilities requirements.

## **Power Factor Adjustment**

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than 0.90 (90%), the demand for billing purposes shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

#### Fuel Adjustment Clause

This rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount 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. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE: October 5, 2021 EFFECTIVE: October 1, 2021
ISSUED BY: Davy L. Num
Barry L/Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide C. Andwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL TERRITORY SERVEDPSC KY No.5Second Revised Sheet No.85Canceling PSC KY No.5First Revised Sheet No.85

#### **CLASSIFICATION OF SERVICE**

#### Large Industrial Rate - Schedule B2

#### Special Provisions

1. <u>Delivery Point</u> - 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.

2. 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 electric equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

#### **Terms of Payment**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rates shall apply.

#### **Temporary Service**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE:	October 5, 2021	EFFECTIVE:	October 1.	2021
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ISSUED BY: Barry L Myers, General Manager

KENTUCKY PUBLIC SERVICE COMMISSION	
Linda C. Bridwell Executive Director	
Ande C. Andwell	
EFFECTIVE	
10/1/2021	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

 FOR ALL TERRITORY SERVED

 PSC KY No.
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 Second Revised Sheet No.
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 Canceling PSC KY No.
 5

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 86

## **CLASSIFICATION OF SERVICE**

#### Large Industrial Rate - Schedule B3

#### Availability

Applicable to contracts with demands of 10,000 KW and over with a monthly energy usage equal to or greater than 400 hours per KW of billing demand.

#### **Monthly Rate**

Consumer Charge	\$3,542.66	(I)
Demand Charge per KW of Contract Demand	\$ 6.43	(I)
Demand Charge per KW for Billing Demand in		
Excess of Contract Demand	\$ 9.32	(I)
Energy Charge per KWH	\$ 0.04365	(I)

#### **Billing Demand**

The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the consumer's peak demand during the current month exceeds the contract demand. The load center'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:

<b>Months</b>	Demand Billing - EST
	Hours Applicable for

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: October 5, 2021	EFFECTIVE: October 1, 2021
ISSUED BY: Hang X.	Thus
Barry L. Myers, G	eneral Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Ande C. Andwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

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#### **CLASSIFICATION OF SERVICE**

#### Large Industrial Rate - Schedule B3

## Minimum Monthly Charge

The minimum monthly charge shall not be less than the sum of (a) through (d) below:

- (a) Consumer Charge.
- (b) The product of contract demand multiplied by the contract demand charge plus, the product of the demand in excess of the contract demand multiplied by the in excess of contract demand charge.
- (c) The product of the contract demand multiplied by 400 hours and the energy charge per KWH.
- (d) Contract provisions that reflect special facilities requirements.

#### **Power Factor Adjustment**

The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of his maximum demand is less than 0.90 (90%), the demand for billing purposes s shall be the demand as indicated or recorded, multiplied by 0.90 (90%) and divided by the power factor.

#### **Fuel Adjustment Clause**

This rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount 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. The Fuel Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.

DATE OF ISSUE: October 5, 2021	EFFECTIVE: October 1, 2021
ISSUED BY: Barry L Myers, G	In an
Barry Ly Myers, G	eneral Manager

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Thide C. Andwell
EFFECTIVE
<b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

 FOR ALL TERRITORY SERVED

 PSC KY No.
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## **CLASSIFICATION OF SERVICE**

## Large Industrial Rate - Schedule B3

#### Special Provisions

1. <u>Delivery Point</u> - 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.

2.. 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 electric equipment (except metering equipment) on the load of the delivery point shall be owned and maintaned by the consumer..

#### **Terms of Payment**

The above rates are net; the gross rates are 5% higher. In the event the current monthly bill is not paid by the due date as shown on the bill, the gross rates shall apply.

## **Temporary Service**

Consumers requiring temporary service under this rate schedule may be required to pay all costs of connecting and disconnecting incidental to the supplying and removing of service. In addition to this, a deposit will be required to cover estimated consumption of electricity. Both fees will be paid in advance.

DATE OF ISSUE: October 5, 2021	EFFECTIVE: October 1, 2021
ISSUED BY: Barry L. Myers, G	The

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Ande C. Andwell
EFFECTIVE
10/1/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Taylor County Rural Electric Cooperative, Corp.

Name of Issuing Corporation

For All Territory Served		
PSC KY No. 89		
Revised SHEET NO.		
Canceling PSC KY NO		
Sheet NO		

## **CLASSIFICATION OF SERVICE**

#### **Interruptible Service**

#### **INTERRUPTIBLE SERVICE**

**<u>APPLICABLE</u>**: In all territory served.

**STANDARD RIDER:** This Interruptible Rate is a rider to Rate Schedule GP Part 2 General Purpose Service.

**AVAILABILITY OF SERVICE**: This schedule shall be made available to any customer who contracts 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.

**MONTHLY RATES**: A monthly demand credit per kW is based on the following matrix:

NOTICE	ANNUAL HOURS OF INTERRUPTION			
<b>MINUTES</b>	<u>200</u>	<u>300</u>	400	
10	\$4.20	\$4.90	\$5.60	(l)
60	\$3.50	\$4.20	\$4.90	(İ)

**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 and adjusted for power factor as provided in Rate Schedule GP Part 2.

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:**

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

· · ·		OF KENTUCKY
Date of Issue: March 26, 2009	Date E	ffective April 1, 2009
Issued By: Arra (Name of Officer) Issued by authority of an Order of the Public Service Co Case No. 2008-00425 dated March 31, 2009	Title: <sub>.</sub>	By H Kecutive Director

Taylor County Rural Electric

Cooperative, Corp.

Name of Issuing Corporation

For All Territory Served		
PSC KY No. 90		
Revised SHEET NO.		
Canceling PSC KY NO.		
Sheet NO		

## CLASSIFICATION OF SERVICE

#### Interruptible Service

- 1. 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.
- 2. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months 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.
- 3. The Fuel Adjustment Clause, as specified in the governing rate schedule, is applicable.
- 4. The Customer shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communication equipment, within the Customer's premises, required for interruptible service.

**<u>CALCULATION OF MONTHLY BILL</u>**: 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 usage.

#### NUMBER AND DURATION OF INTERRUPTIONS:

- A. Winter Season: There shall be no more than two (2) interruptions during any 24 hour period. No interruption shall last longer than six hours.
- B. Summer Season: There shall be no more than one (1) interruption during any 24 hour period. No interruption shall last more than twelve hours.
- C. The maximum number of annual hours of interruption shall be in accordance with the customer contracted level of interruptible service.

<u>CHARGE FOR FAILURE TO INTERRUPT</u>: If customer 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.PUBLIC SERVICE COMMISSION OF KENTUCKY

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Date of Issue March 26, 2009	Date E	ffective April 1202009
Issued By	Title:	PURSUANT TO 807 KAR 5:011 Maria Maria (1)
(Name of Officer) Issued by authority of an Order of the Public Service Case No. 2008-00425 dated March 31, 2009		1100

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Taylor County Rural Electric Cooperative, Corp. Name of Issuing Corporation

For All Territory S	erved	
PSC KY No	91	
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Canceling PSC KY	NO	
Sheet NO		

#### **CLASSIFICATION OF SERVICE**

#### **Interruptible Service**

#### **INTERRUPTIBLE SERVICE**

**<u>APPLICABLE</u>**: In all territory served.

**STANDARD RIDER:** This Interruptible Rate is a rider to Rate Schedule B1 Large Industrial Rate, B2 Large Industrial Rate, B3 Large Industrial Rate, C1 Large Industrial Rate, C2 Large Industrial Rate, and C3 Large Industrial Rate.

<u>AVAILABILITY OF SERVICE</u>: This schedule shall be made available to any customer who contracts 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.

**MONTHLY RATES**: A monthly demand credit per kW is based on the following matrix:

NOTICE	ANNUAL HOURS OF INTERRUPTION			
<b>MINUTES</b>	<u>200</u>	<u>300</u>	<u>400</u>	
10	\$4.20	\$4.90	\$5.60	(l)
60	\$3.50	\$4.20	\$4.90	(İ)

**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 and adjusted for power factor as provided in the above listed Rate Schedules and recorded during the below listed hour:

Months	Hours Applicable for Demand Billing-
	E.S.T.
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.

The interruptible billing demand shall be equa exceeds the minimum billing demand as spec	al to the amount ified in the contr	by which the monthly billing demand PUBLIC SERVICE COMMISSION act. OF KENTUCKY EFFECTIVE
Date of Issue: <u>March 26, 2009</u>	Date Effective	4/1/2009 April 2009 TO 807 KAR 5:011 SECTION 9 (1)
Issued By: (Name of Officer) Issued by authority of an Order of the Public S Case No. 2008-00425 dated March 31, 2009	_Title: <u>Ma</u> Service Commis	nag

**Taylor County Rural Electric** 

Cooperative, Corp.

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Name of Issuing Corporation

For All Territory Served		
PSC KY No. 92		
Revised SHEET NO.		
Canceling PSC KY NO		
Sheet NO		

## CLASSIFICATION OF SERVICE

## Interruptible Rate

## CONDITIONS OF SERVICE:

- 1. The customer will, upon notification by the Cooperative, reduce his load being supplied by the Cooperative to the firm amount capacity level specified by the contract.
- 2. The Cooperative will endeavor to provide the customer as much advance notice as possible of the interruption of service. However, the customer shall interrupt service within the notice period as contracted.
- **3.** Service will be furnished under the Cooperative's "General Rules and Regulations" or "Terms and Conditions" except as set out herein and/or provisions agreed to by written contract.
- 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 minimum original contract period shall be one year and thereafter until terminated by giving at least six months 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.
- 6. The Fuel Adjustment Clause, as specified in the governing rate schedule, is applicable.
- 7. The Customer shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communication equipment, within the Customer's premises, required for interruptible service.

## **<u>CALCULATION OF MONTHLY BILL</u>**: 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 usage.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
Date of Issue: March 26, 2009	Date Et	4/1/2009 fective <u>ursApril 1-2009</u> KAR 5:011
Issued By:Title:		
Issued by authority of an Order of the Public Service Case No. 2008-00452 dated March 31, 2009	Commis	Sign Executive Director

Taylor County Rural Electric Cooperative, Corp. Name of Issuing Corporation

For All Territory Serve	:d	
PSC KY No	<u>93</u>	
Revised SHEET NO.		
Canceling PSC KY NO		
Sheet NO.		

## **CLASSIFICATION OF SERVICE**

#### **Interruptible Rate**

#### **NUMBER AND DURATION OF INTERRUPTIONS:**

- A. Winter Season: There shall be no more than two (2) interruptions during any 24 hour period. No interruption shall last longer than six hours.
- B. Summer Season: There shall be no more than one (1) interruption during any 24 hour period. No interruption shall last more than twelve hours.
- C. The maximum number of annual hours of interruption shall be in Accordance with the customer contracted level of interruptible service.

<u>CHARGE FOR FAILURE TO INTERRUPT</u>: If customer 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.

		PUBLIC SERVICE COMMISSION OF KENTUCKY
Date of Issue: March 26, 2009	Date Ef	fective: H/1/2009 Fective: HURSEANT TO 807 KAR 5:011
Issued By:Title: (Name of Officer) Issued by authority of an Order of the Public Service Case No. 2008-00452 dated March 31, 2009		sion By Executive Director

#### FOR ENTIRE TERRITORY SERVED Community, Town or City

P.S.C. KY. NO.

\_\_\_\_\_SHEET NO.\_\_\_\_94\_\_\_\_\_

## TAYLOR COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

11 2

#### CLASSIFICATION OF SERVICE

#### **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

CES(m) = ES(m)

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

ES(m) = [((WESF) x (Average of 12-months ended revenues from sales to Member System, excluding environmental surcharge)) + (Over)/Under Recovery] divided by [Average of 12-months ending Retail Revenue (excluding environmental surcharge)] = %

where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

DATE OF ISSUE	November 11, 2010	
	Month / Date / Year	KENTUCKY
DATE EFFECTIVE	November 5, 2010	PUBLIC SERVICE COMMISSION
ISSUED BY Paul	Month / Date / Year	JEFF R. DEROUEN EXECUTIVE DIRECTOR
1550ED B1 <u>4 000</u>	(Signature of Officer)	TARIFF BRANCH
TITLE Genera	ll Manager	Bunt Kirtley
BY AUTHORITY OF OR	DER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE
IN CASE NO. <u>2010-00</u>	021 DATED <u>November 5, 2010</u>	<b>11/5/2010</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### FOR ENTIRE TERRITORY SERVED Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

\_\_\_\_SHEET NO.\_\_\_\_95\_\_\_

(T)

Taylor County RECC Name of Member System

÷. .,

## CLASSIFICATION OF SERVICE

(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.

#### **BILLING**

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

DATE OF ISSUE November 11, 2010	
Month / Date / Year	
DATE EFFECTIVE November 5. 2010	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY Dawy C. There	JEFF R. DEROUEN EXECUTIVE DIRECTOR
TITLE General Manager	TARIFF BRANCH
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	Bunt Kirtley
IN CASE NO. <u>2010-00021</u> DATED <u>November 5, 2010</u>	EFFECTIVE
	<b>11/5/2010</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### TAYLOR COUNTY RECC

#### **RATES SCHEDULE NM--NET METERING**

#### AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Taylor County RECC's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Taylor County RECC'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, Taylor County RECC'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 the Taylor County RECC with a generating facility that:

- Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2) Has a rated capacity of not greater that 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 Taylor County RECC's electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

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

#### METERING

Taylor County RECC 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 Taylor County RECC's Commission-

DATE OF ISSUE: December 30, 2019	
DATE EFFECTIVE: January 26, 2020	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY: Barry L. Myers, General Manager	Gwen R. Pinson Executive Director
Issued by authority of an Order of the Public Service Commission	of Kent Suven R. Punson
Case No. 2019-00440 Dated December 9, 2019	EFFECTIVE
	<b>1/26/2020</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Taylor Co RECC using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Taylor Co RECC to the member-generator and from the member-generator to Taylor Co RECC, 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, Taylor Co RECC 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 Taylor Co RECC exceed the deliveries of energy in kWh from Taylor Co RECC 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 Taylor Co RECC 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 lpeations.

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DATE OF ISSUE April 8, 2009 DATE EFFECTIVE: Service rendered	on and after MayKENTUCKY
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Case No. 2008-00169 Dated 1/08/2009	By W Maeer
	Executive Director
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#### APPLICATION AND APPROVAL PROCESS

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from Taylor Co RECC prior to connecting the generator facility to Taylor Co RECC 's system.

Applications will be submitted by the Member and reviewed and processed by Taylor Co RECC according to either Level 1 or Level 2 processes defined in this tariff.

Taylor Co RECC may reject an Application for violations of any code, standard, or regulation related to reliability or safety; however, Taylor Co RECC will work with the Member to resolve those issues to the extent practicable.

Members may contact Taylor Co RECC 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 Taylor Co RECC'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).

Taylor Co RECC will approve the Level 1 Application if the generating facility also meets all of the following conditions:

 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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Case No. 2008-00169 Dated 1/08/2009	$\Lambda H(n)/d$
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	Executive Director
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	For All Counties Served
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TAYLOR CO RECC	Original Sheet No.

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 Taylor Co RECC distribution lines, the generator shall appear as a phase-to-phase connection at the primary Taylor Co RECC distribution line.
- 5) If the generating facility is to be connected to three-phase, four wire primary Taylor Co RECC distribution lines, the generator shall appear to the primary Taylor Co RECC distribution line as an effectively grounded source.
- 6) The interconnection will not be on an area or spot network.
- 7) Taylor Co RECC 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 Taylor Co RECC 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, Taylor Co RECC, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Taylor Co RECC determines that the generating facility can be safely and reliably connected to Taylor Co RECC's system; or 2) deny the Application as submitted under the Level 1 Application.

Taylor Co RECC shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

	PUBLIC SERVICE COMMISSION
DATE OF ISSUE April 8, 2009 DATE EFFECTIVE: Service rendered	on and after May KENTUCKY
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Case No. 2008-00169 Dated 1/08/2009	By III Morecen
	1 V Executive Director

	For All Counties Served
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TAYLOR CO RECC	Original Sheet No.

If the Application lacks complete information, Taylor Co RECC] 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, Taylor Co RECC 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 Taylor Co. RECC. Taylor Co. RECC's approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Taylor Co. RECC within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Taylor Co. RECC to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Taylor Co. RECC and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Taylor Co. RECC 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 Taylor Co. RECC approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Taylor Co. RECC.

If the Application is denied, Taylor Co. RECC 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; or
- 3) The generating facility does not meet one or more of the additional conditions under Level 1.

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	For All Counties Served
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TAYLOR CO RECC	Original Sheet No.

Taylor Co RECC will approve the Level 2 Application if the generating facility meets Taylor Co RECC's technical interconnection requirements, which are based on IEEE 1547.

Taylor Co RECC will process the Level 2 Application within 30 business days of receipt of a complete Application. Within that time Taylor Co. RECC will respond in one of the following ways:

- 1) The Application is approved and Taylor Co RECC will provide the Member with an Interconnection Agreement to sign.
- 2) If construction or other changes to Taylor Co RECC's distribution system are required, the cost will be the responsibility of the Member. Taylor Co RECC 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, Taylor Co RECC will provide the Member with an Interconnection Agreement to sign within a reasonable time.
- 3) The Application is denied. Taylor Co RECC will supply the Member with reasons for denial and offer to meet to discuss possible changes that would result in Taylor Co RECC approval. Member may resubmit Application with changes.

If the Application lacks complete information, Taylor Co RECC 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 Taylor Co RECC'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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The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and [Taylor Co RECC] 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 Taylor Co. RECC for Level 1 Applications.

Taylor Co. RECC requires each Member to submit with each Level 2 Application a nonrefundable application, inspection and processing fee of up to \$100 for Level 2 Applications. In the event Taylor Co. RECC 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. Taylor Co. RECC 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 Taylor Co. RECC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- 1) Taylor Co. RECC 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 Taylor Co. RECC'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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TAYLOR COUNTY RECC	Original Sheet No.

of the generating facility in parallel with Taylor Co. RECC's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Taylor Co. RECC, 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) Taylor Co. RECC's rules, regulations, and Service Regulations as contained in Taylor Co. RECC'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 Taylor Co. RECC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Taylor Co. RECC 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 Taylor Co. RECC's electric system. At all times when the generating facility is being operated in parallel with Taylor Co. RECC'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 Taylor Co. RECC to any of its other members or to any electric system interconnected with Taylor Co. RECC's electric system. Member shall agree that the interconnected with Taylor Co. RECC's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

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For All Counties Served P.S.C.

### TAYLOR COUNTY RECC

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- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Taylor Co. RECC'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 Taylor Co. RECC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Taylor Co. RECC.
- 7) After initial installation, Taylor Co. RECC 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, Taylor Co. RECC 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.
- For Level 1 and 2 generating facilities, an eligible Member shall furnish and install 8) 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 Taylor Co. RECC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Taylor Co. RECC'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 Taylor Co. RECC personnel at all times. Taylor Co. RECC 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 Taylor Co. RECC's safety and operating protocols. Taylor Co. RECC shall establish a training protocol for line workers on the location and use of EDS, and shall require that the EDS be used when appropriate and that the switch be turned back on once the disconnection is no longer necessary.
- 9) Taylor Co. RECC shall have the right and authority at Taylor Co. RECC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Taylor Co. RECC

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believes that: (a) continued interconnection and parallel operation of the generating facility with Taylor Co. RECC's electric system may create or contribute to a system emergency on either Taylor Co. RECC'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 Taylor Co. RECC's electric system; or (c) the generating facility interferes with the operation of Taylor Co. RECC's electric system. In non-emergency situations, Taylor Co. RECC shall give the Member notice of noncompliance including a description of the specific noncompliance prior to isolating the generating facilities. In emergency situations, when Taylor Co. RECC is unable to immediately isolate or cause the Member to isolate only the generating facility, Taylor Co. RECC may isolate the Member's entire facility.

- 10) The Member shall agree that, without the prior written permission from Taylor Co. RECC, 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 Taylor Co. RECC 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 Taylor Co. RECC except where such injury, death or damage was caused or contributed to by the fault or negligence of Taylor Co. RECC or its employees, agents, representatives, or contractors.

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	For All Counties Served
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The liability of Taylor Co. RECC 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 Taylor Co. RECC 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 nonrejection, or by approval, or in any other way, Taylor Co. RECC 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 Taylor Co. RECC 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, Taylor Co. RECC 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, Taylor Co. RECC 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.

## **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 Taylor Co. RECC at least sixty (60) days' written notice; (b) Taylor Co. RECC 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

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	For All Counties Served
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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 Taylor Co. RECC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Taylor Co. RECC 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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## 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:

## Taylor County RECC P O Box 100 Campbellsville, Ky 42719

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

270-465-4101

Member Name:	Account Number:
Member Address:	
	Member E-Mail Address:
Project Contact Person:	
Phone No.:	E-mail Address (Optional):
Provide names and contact inform involved in the design and installation	nation for other contractors, installers, or engineering firms on of the generating facilities:
	Wind Hydro Biogas Biomass
Inverter Manufacturer and Model #	:
Inverter Power Rating: Inverter Voltage Rating:	
Power Rating of Energy Source (i.e	e., solar panels, wind turbine):
Is Battery Storage Used: No	Yes If Yes, Battery Power Rating:
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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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## **TERMS AND CONDITIONS:**

- Taylor Co. RECC 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 Taylor Co. RECC'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 Taylor Co. RECC's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Taylor Co. RECC, 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) Taylor Co. RECC's rules, regulations, and Service Regulations as contained in Taylor Co. RECC'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 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 Taylor Co. RECC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Taylor Co. RECC for actual costs incurred for all such excess facilities prior to construction.

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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 Taylor Co. RECC's electric system. At all times when the generating facility is being operated in parallel with Taylor Co. RECC'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 Taylor Co. RECC to any of its other members or to any electric system interconnected with Taylor Co. RECC's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Taylor Co. RECC'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 Taylor Co. RECC'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 Taylor Co. RECC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Taylor Co. RECC.
- 7) After initial installation, Taylor Co. RECC 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, Taylor Co. RECC 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 Taylor Co. RECC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Taylor Co. RECC'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

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- 11) 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 Taylor Co. RECC personnel at all times. Taylor Co. RECC 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 Taylor Co. RECC's safety and operating protocols. Taylor Co. RECC shall establish a training protocol for line workers on the location and use of EDS, and shall require that the EDS be used when appropriate and that the switch be turned back on once the disconnection is no longer necessary.
- 9) Taylor Co. RECC shall have the right and authority at Taylor Co. RECC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Taylor Co. RECC believes that: (a) continued interconnection and parallel operation of the generating facility with Taylor Co. RECC's electric system may create or contribute to a system emergency on either Taylor Co. RECC'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 Taylor Co. RECC's electric system; or (c) the generating facility interferes with the operation of Taylor Co. RECC's electric system. In non-emergency situations, Taylor Co. RECC 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 Taylor Co. RECC is unable to immediately isolate or cause the Member to isolate only the generating facility, Taylor Co. RECC may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Taylor Co. RECC, 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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11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Taylor Co. RECC 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 Taylor Co. RECC except where such injury, death or damage was caused or contributed to by the fault or negligence of Taylor Co. RECC or its employees, agents, representatives, or contractors.

The liability of Taylor Co. RECC 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 Taylor Co. RECC 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 nonrejection, or by approval, or in any other way, Taylor Co. RECC 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 Taylor Co. RECC 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, Taylor Co. RECC 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, Taylor Co. RECC will notify the Member in writing and list what must be done to place the facility in compliance.

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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 Taylor Co. RECC at least sixty (60) days' written notice; (b) Taylor Co. RECC 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 Taylor Co. RECC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Taylor Co. RECC 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 Executive Director

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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 Taylor Co. RECC'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: 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 270-465-4101 to schedule an inspection and witness test.

Pre-Inspection operational testing not to exceed two hours:

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:	
		PUBLIC SERVICE COMMISSION OF KENTUCKY
-	18, 2009 DATE EFFECTIVE: Service rende	
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ISSUED By Dans	N. Thur TITLE Manay	SECTION 9 (1)
	an Order of the Public Service Commission	

For All Counties Served
P.S.C
Original Sheet No.

# LEVEL 2

## 1

Application For Interconnection And Net Metering		
Use this Application form when generating facility is not inverter-based or is not or recognized testing laboratory to meet the requirements of UL 1741 or does not me conditions under Level 1.		
Submit this Application along with an application fee of \$100) to: Taylor County RECC P O Box 100		
Campbellsville, Ky 42719 If you have questions regarding this Application or its status, contact the Co	operative at:	
270-465-4101		
Member Name: Account Number:		
Member Address:		
Project Contact Person:		
Phone No.: Email Address (Optional):		
Provide names and contact information for other contractors, installers, or en involved in the design and installation of the generating facilities:	ngineering firms	
Total Generating Capacity of Generating Facility:		
Type of Generator:	Induction	
Power Source: Solar Wind Biogas	Biomass	
Adequate documentation and information must be submitted with the considered complete. Typically this should include the following:	nis application to be	
DATE OF ISSUE April 8, 2009 DATE EFFECTIVE: Service rendered on an 2009 ISSUED By Pauro Title Manager Lowed by of the pick of an Order of the Public Service Commission of Kentu	EFFECTIVE 5/1/2009	
Issued by authority of an Order of the Public Service Commission of Kentu Case No. 2008-00169 Dated 1/08/2009	SECTION 9 (1)	
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utive Director

	For All Counties Served
	P.S.C
TAYLOR COUNTY RECC	Original Sheet No.

- 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: \_\_\_\_\_

Pate: \_\_\_\_\_

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Case No. 2008-00169 Dated 1/08/2009	
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	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) Taylor Co. RECC 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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	By W MARIAN
	Executive Director

	For All Counties Served
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TAYLOR COUNTY RECC	Original Sheet No.

- 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 Taylor Co. RECC'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 Taylor Co. RECC's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Taylor Co. RECC, 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) Taylor Co. RECC's rules, regulations, and Service Regulations as contained in Taylor Co. RECC'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 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 Taylor Co. RECC's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Taylor Co. RECC 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 Taylor Co. RECC's electric system. At all times when the generating facility is being operated in parallel with Taylor Co. RECC'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 Taylor Co. RECC to any

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	For All Counties Served
	P.S.C
TAYLOR COUNTY RECC	Original Sheet No.

of its other members or to any electric system interconnected with Taylor Co. RECC's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Taylor Co. RECC'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 Taylor Co. RECC'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 Taylor Co. RECC shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Taylor Co. RECC.
- 7) After initial installation, Taylor Co. RECC 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, Taylor Co. RECC 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 Taylor Co. RECC's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Taylor Co. RECC'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 Taylor Co. RECC personnel at all times. Taylor Co. RECC may waive the requirement for an EDS for a generating facility at its sole

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For All Counties Served P.S.C.

#### TAYLOR COUNTY RECC

Original Sheet No.

discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Taylor Co. RECC's safety and operating protocols. Taylor Co. RECC shall establish a training protocol for line workers on the location and use of EDS, and shall require that the EDS be used when appropriate and that the switch be turned back on once the disconnection is no longer necessary.

- 9) Taylor Co. RECC shall have the right and authority at Taylor Co. RECC's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Taylor Co. RECC believes that: (a) continued interconnection and parallel operation of the generating facility with Taylor Co. RECC's electric system may create or contribute to a system emergency on either Taylor Co. RECC'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 Taylor Co. RECC's electric system; or (c) the generating facility interferes with the operation of Taylor Co. RECC's electric system. In non-emergency situations, Taylor Co. RECC 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 Taylor Co. RECC is unable to immediately isolate or cause the Member to isolate only the generating facility, Taylor Co. RECC may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Taylor Co. RECC, 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.
  - 12) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Taylor Co. RECC 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 Taylor Co. RECC

DATE OF ISSUE April 8, 2009 DATE EFFECTIVE: Service rende	ed on and after May 1 PUBLIC SERVICE COMMISSION
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Issued by authority of an Order of the Public Service Commission of Case No. 2008-00169 Dated 1/08/2009	By H Director

	For All Counties Served
	P.S.C.
TAYLOR COUNTY RECC	Original Sheet No.

except where such injury, death or damage was caused or contributed to by the fault or negligence of the Taylor Co. RECC or its employees, agents, representatives, or contractors.

The liability of Taylor Co. RECC 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.

- 13) 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 Taylor Co. RECC with proof of such insurance at the time that application is made for net metering.
- 14) By entering into an Interconnection Agreement, or by inspection, if any, or by nonrejection, or by approval, or in any other way, Taylor Co. RECC 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.
- 15) A Member's generating facility is transferable to other persons or service locations only after notification to the Taylor Co. RECC 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, Taylor Co. RECC 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, Taylor Co. RECC will notify the Member in writing and list what must be done to place the facility in compliance.
- 16) The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

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	By W MARIAN
	Executive Director

	For All Counties Served
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TAYLOR COUNTY RECC	Original Sheet No.

## **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 Taylor Co. RECC at least sixty (60) days' written notice; (b) Taylor Co. RECC 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 Taylor Co. RECC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Taylor Co. RECC 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.

<b>COOPERATIVE NAME</b>	MEMBER
By:	By:
Printed Name	Printed Name
Title:	Title:
15SUED BY Bang L. M	blic Service Commission of Kentucky in Control to 1/2009
	By Executive Director

For All Counties Served P.S.C. \_\_\_\_\_ Original Sheet No.

## 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.

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## Taylor County RECC

## DSM

## **Touchstone Energy Home**

### Purpose

In an effort to improve new residential home energy performance, Taylor County RECC has designed the Touchstone Energy Home Program. This program provides guidance during the building process to guarantee a home that is ≥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 Taylor County RECC.

## Eligibility

To qualify as a Touchstone Energy Home under Taylor County RECC program, the participating single-family home must be located in the service territory of Taylor County RECC 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 Taylor County RECC.
- Home must receive pre-drywall inspection and complete Taylor County RECC's pre-drywall checklist (contact the Energy Advisor at Taylor County RECC 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 <a href="https://www.eurrent.eurre
- Water Heater must be an electric storage tank water heater that is ≥ current Energy and Water conservation standards established by the Federal Department of Energy "DOE".

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		PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	January 30, 2019	Kent A. Chandler
DATE EFFECTIVE:	Service rendered on or after March 2, 2019	Executive Director
ISSUED BY:	Barry L. Myers, General Manager	10-lh
Issued by authority of a	n order of the Public Service Commission of Kentucky in Ca	EFFECTIVE ise No. 2019-00060 dated: November 26 92019. 3/2/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Taylor County RECC

## DSM - (continued)

## **Touchstone Energy Home**

Performance Path:

- Home must receive a HERS Index score of ≤ 75 (At least 30% more efficient than the KY standard built home).
- Home must receive pre-drywall inspection and complete Taylor County RECC's pre-drywall checklist. (contact the Energy Advisor at Taylor County RECC 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 ≥ 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 ≥ current Energy and Water conservation standard established by the Federal DOE.

## Incentive

Taylor County RECC 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.

		KENTUCKY
		PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	January 30, 2019	Kent A. Chandler
DATE EFFECTIVE:	Service rendered on at offer March 2 2010	Executive Director
DATE EFFECTIVE.	Service rendered on or after March 2, 2019	
ISSUED BY:	Barry L. Myers, General Manager	- Ko th
	1	EFFECTIVE
Issued by authority of an	order of the Public Service Commission of Kentucky in Case N	No 2019-00060 dated: November 26 2019.
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### 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 EKPC and Taylor County RECC 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 5 MW.

#### <u>Rates</u>

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.

 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 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.
- 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.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	March 31, 2023	Linda C. Bridwell Executive Director
DATE EFFECTIVE:	Service rendered on and after October 31, 20	23 J. P. B. L. all
ISSUED BY: /s/ Jeff Williams NAME/TITLE: Jeff Williams, CEO		Thide G. Andwell
Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00153 dated October 31, 2023.		<b>10/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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### Over 100 kW from Dispatchable Generation Sources (continued)

- QF shall provide reasonable default protection for EKPC and Taylor County RECC. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF<sup>2</sup>.
- 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 Taylor County RECC for all costs incurred as a result of interconnecting 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.
- 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.
- 12. In negotiating a final purchase rate, consideration shall be given to 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.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	March 31, 2023	Linda C. Bridwell Executive Director
DATE EFFECTIVE:	Service rendered on and after October 31, 20	23 $Q$ $R'$ $M$
ISSUED BY: NAME/TITLE:	<u>/s/ Jeff Williams</u> Jeff Williams, CEO	Ande G. Andwell
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Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00153 dated October 31, 2023.		<b>10/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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For All Counties Served P.S.C. No. Second Revised Sheet No. 125 Canceling P.S.C. No. First Revised Sheet No. 125

#### **RESERVED FOR FUTURE USE**

KENTUCKY PUBLIC SERVICE COMMISSION DATE OF ISSUE: March 31, 2021 Linda C. Bridwell **Executive Director** DATE EFFECTIVE: Service rendered on and after November 1, 2021 lwell **ISSUED BY:** Barry L. Myers, General Manager EFFECTIVE Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00198 dated October 26, 2021 11/1/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Linda C. Bridwell

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#### <u>Cogeneration and Small Power Production</u> <u>Power Purchase Rate Schedule Equal To or Less Than</u> <u>100 kW from Dispatchable Generation Sources</u>

#### 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 EKPC and Taylor County RECC 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.

#### <u>Rates</u>

 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 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. 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 Taylor County RECC. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF<sup>1</sup>.
- 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 Taylor County RECC for all costs incurred as a **result of CKY** interconnecting the QF, including operation, maintenance, administration. and below the commission

		Executive Director		
DATE OF ISSUE:	March 31, 2023	$10$ $1^{\circ}$		
DATE EFFECTIVE:	Service rendered on and after October 31, 20	23 Thide 6. Andwell		
ISSUED BY:	/s/ Jeff Williams			
NAME/TITLE:	Jeff Williams, CEO	EFFECTIVE		
		10/31/2023		
Issued by authority of an C	order of the Public Service Commission	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)		

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00153 dated October 31, 2023.

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### TAYLOR COUNTY RECC

#### Equal To or Less Than 100 kW from Dispatchable Generation Sources (continued)

- 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

of Kentucky in Case No. 2023-00153 dated October 31, 2023.

- 7. Initial contract term shall be for a minimum of two years.
- 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.
- 11. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year,

		KENTUCKY PUBLIC SERVICE COMMISSION
		Linda C. Bridwell Executive Director
DATE OF ISSUE:	March 31, 2023	$10$ $n^{1}$ $n^{2}$
DATE EFFECTIVE:	Service rendered on and after October 31, 20	23 Thide G. Andwell
ISSUED BY:	/s/ Jeff Williams	
NAME/TITLE:	Jeff Williams, CEO	EFFECTIVE
		10/31/2023
Issued by authority of an C	Order of the Public Service Commission	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL COUNTIES SERVED P.S.C. No. Second Revised Sheet No. 128 Canceling P.S.C. No. First Revised Sheet No. 128

KENTUCKY

**RESERVED FOR FUTURE USE** 

PUBLIC SERVICE COMMISSION DATE OF ISSUE: March 31, 2021 Linda C. Bridwell **Executive Director** DATE EFFECTIVE: Service rendered on and after November 1, 2021 dwell an ISSUED BY: Barry L. Myers, General Manager EFFECTIVE Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2021-00198 dated October 26, 2021 11/1/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### 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 ("EKPC") which have executed a contract with EKPC and Taylor County RECC for the purchase of electric power by EKPC. 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.

#### <u>Rates</u>

 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 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.
- 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.
- QF shall provide reasonable default protection for EKPC and Taylor County RECC. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF.
- 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.

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DATE OF ISSUE:	March 31, 2023	Linda C. Bridwell Executive Director
DATE EFFECTIVE:	Service rendered on and after October 31, 20	23 Thide G. Andwell
ISSUED BY: NAME/TITLE:	<u>/s/ Jeff Williams</u> Jeff Williams, CEO	EFFECTIVE
Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00153 dated October 31, 2023.		<b>10/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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#### Over 100 kW from Non-Dispatchable Generation Sources (continued)

- 6. QF shall reimburse EKPC and Taylor County RECC for all costs incurred as a result of interconnecting 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.
- 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.
- 12. In negotiating a final purchase rate, consideration shall be given to 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.

		KENTUCKY PUBLIC SERVICE COMMISSION
		Linda C. Bridwell Executive Director
DATE OF ISSUE:	March 31, 2023	$1$ $\rho$ $h$ $\rho$
DATE EFFECTIVE:	Service rendered on and after October 31, 20	23 Thile G. Andwell
ISSUED BY:	<u>/s/ Jeff Williams</u>	
NAME/TITLE:	Jeff Williams, CEO	EFFECTIVE
Issued by authority of an	Order of the Public Service Commission	<b>10/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00153 dated October 31, 2023.

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### **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 EKPC which have executed a contract with EKPC and Taylor County RECC 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 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. 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 Taylor County RECC. 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 generally accepted utility practices.
- 5. QF shall reimburse EKPC and Taylor County RECC for all costs incurred as a result of interconnecting 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

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		Linda C. Bridwell
DATE OF ISSUE:	March 31, 2023	
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ISSUED BY: NAME/TITLE:	<u>/s/ Jeff Williams</u> Jeff Williams, CEO	EFFECTIVE 10/31/2023
Issued by authority of an (	Order of the Public Service Commission	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00153 dated October 31, 2023.

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#### TAYLOR COUNTY RECC

#### 100 kW or Less from Non-Dispatchable Generation Sources (continued).

- 7. Initial contract term shall be for a minimum of two years.
- 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.
- 11. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	March 31, 2023	Linda C. Bridwell Executive Director
DATE EFFECTIVE:	Service rendered on and after October 31, 20	23 Thide G. Andwell
ISSUED BY: NAME/TITLE:	/s/ Jeff Williams Jeff Williams, CEO	EFFECTIVE
Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 2023-00153 dated October 31, 2023.		<b>10/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### DSM

#### Direct Load Control Program – Residential

#### Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Taylor County RECC 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 Taylor County RECC 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 Taylor County RECC, 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 Taylor County RECC and have:

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

The participant is responsible for obtaining the permission of the owner of the rented residence to participate in the load control program. Taylor County RECC may require that a rental property agreement be executed between Taylor County RECC and the owner of the rented residence.

DATE OF ISSUE:	January 30, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE:	Service rendered on or after March 2, 2019	Kent A. Chandler Executive Director
ISSUED BY: Issued by authority of an	Barry L. Myers, General Manager order of the Public Service Commission of Kentucky in Ca	Kg AD
		EFFECTIVE
		3/2/2019
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# Taylor County RECC First Rev

#### DSM - Direct Load Control Program – Residential (continued)

#### Program Incentives

Taylor County RECC will provide an incentive to the participants in this program for the following appliances: <u>Water Heaters:</u> Taylor County RECC will provide the existing participating residential member \$10.00 per water heater annually or 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.

<u>Air Conditioners and Heat Pumps:</u> Taylor County RECC will provide an incentive to the participants in this program. The participant may select one of three alternatives. The participant will receive one of these incentives regardless of whether the air conditioner or heat pump is actually controlled during any program month.

<u>Alternative One:</u> For each direct load control switch Taylor County RECC will provide the participating residential member \$20.00 bill credit annually or provide the incentive via other payment means including, but not limited to, a check per air conditioner or heat pump.

<u>Alternative Two:</u> When technically feasible, Taylor County RECC may provide and install at no cost one or more Wi-Fi enabled thermostats as needed for control purposes or Taylor County RECC 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 Taylor County RECC provided thermostat within 60 days or return it to Taylor County RECC or be invoiced by Taylor County RECC 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. Taylor County RECC will reimburse the participating member \$20 per qualifying Wi-Fi enabled thermostat annually.

<u>Alternative Three:</u> Taylor County RECC will provide the participating residential member \$20.00 bill credit per qualifying Wi-Fi enabled thermostat provided by the retail member that controls an air conditioner or heat pump annually or provide the incentive via other payment means including, but not limited to, a check. Taylor County RECC 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.

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

Taylor County RECC 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 retail 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 provided via other payment means including, but not limited to a check.

DATE OF ISSUE:	January 30, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE: ISSUED BY:	Service rendered on or after March 2, 2019	Kent A. Chandler Executive Director
Issued by authority of an o	Barry L. Myers, General Manager	se No. 21 10 16, 2019.
		EFFECTIVE
		3/2/2019
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### DSM - Direct Load Control Program - Residential (continued)

#### Time Periods for Direct Load Control Program

<u>Water Heaters</u>: 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.

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

Months	Hours Applicable for Demand Billing – EPT
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.

<u>Air Conditioners and Heat Pumps:</u> 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, 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.

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

#### Terms and Conditions

- Prior to the installation of load control devices, Taylor County RECC may inspect the participant's electrical equipment to ensure good repair and working condition, but Taylor County RECC shall not be responsible for the repair or maintenance of the electrical equipment.
- 2. EKPC, on behalf of Taylor County RECC, 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 Taylor County RECC, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Taylor County RECC to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at Taylor County RECC's option, result in discontinuance of credits under this tariff until such time as Taylor County RECC is able to gain the required access.
- 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.
- If a participant decides to withdraw from the program or change incentive alternatives, Taylor County RECC 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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DATE OF ISSUE: DATE EFFECTIVE:	January 30, 2019 Service rendered on or after March 2, 2019	Kent A. Chandler Executive Director
ISSUED BY: Issued by authority of an o	Barry L. Myers, General Manager rder of the Public Service Commission of Kentucky in Ca	se No. 20
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		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: January 30, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE: Service rendered on or after March 2, 2019	Kent A. Chandler Executive Director
ISSUED BY: Barry Myers, General Manager	se No. 21 10 16, 2019.
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	3/2/2019
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### DSM

#### Direct Load Control Program – Commercial

#### Purpose

The Direct Load Control Program will encourage the reduction in growth of peak demand, enabling Taylor County RECC 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 members in the service territories of Taylor County RECC and will include the control of air conditioners and existing water heaters.

Availability may be denied where, in the judgment of Taylor County RECC, 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 Taylor County RECC and have a central air conditioning or heat pump units. 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. Taylor County RECC may require that a rental property agreement be executed between Taylor County RECC and the owner of the rented commercial property.

#### Program Incentives

Taylor County RECC will provide an incentive to the participants in this program for the following appliances:

<u>Air Conditioners and Heat Pumps</u>: The incentive will be based on the tonnage of the air conditioning unit. Units up to and including five (5) tons will receive \$20.00 per unit. Units over five (5) tons will receive an additional annual credit of \$4.00 per ton per unit. Taylor County RECC will reimburse the participating commercial-member at the applicable incentive credit or 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.

<u>Water Heaters:</u> Taylor County RECC will provide the existing participating commercial-member \$10.00 per water heater annually or 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.

DATE OF ISSUE:	KENTUCKY
DATE OF ISSUE.	Kent A. Chandler
DATE EFFECTIVE: Service rendered on or after March 2, 2019	Executive Director
ISSUED BY: Barry L Myers, General Manager	19-11
Issued by authority of an order of the Public Service Commission of Kentucky in Ca	se No. 21 /
	EFFECTIVE
	3/2/2019
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### DSM – Direct Load Control Program – Commercial (continued) Time Period for Direct Load Control Program

<u>Air Conditioners and Heat Pumps</u>: 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. The member must have internet for communication. Utility of member supplied Wi-Fi enabled thermostat programs may also be available. Communication to the load control device or thermostat will be accomplished via AMR, AMI, 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:

Months Hou May through September

Hours Applicable for Demand Billing - EPT 10:00 a.m. to 10:00 p.m.

<u>Water Heaters</u>: 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. EKPC will cycle the water heaters only during the hours listed below.

Months	Hours Applicable for Demand Billing - EPT
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**

- Prior to the installation of load control devices, Taylor County RECC may inspect the participant's electrical equipment to ensure good repair and working condition, but Taylor County RECC shall not be responsible for the repair or maintenance of the electrical equipment.
- 2. EKPC, on behalf of Taylor County RECC, 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 Taylor County RECC, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Taylor County RECC to gain access to the load management device to perform any of the above activities for a period exceeding thirty (30) days may, at Taylor County RECC's option, result in discontinuance of credits under this tariff until such time as Taylor County RECC 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, Taylor County RECC 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.

		KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE:	January 30, 2019	Kent A. Chandler Executive Director
DATE EFFECTIVE:	Service rendered on or after March 2, 2019	
ISSUED BY:	Barry L. Myers, General Manager	19+11
Issued by authority of an o	order of the Public Service Commission of Kentucky in Ca	se No. 2( / .6, 2019.
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		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: January 30, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE: Service rendered on or after March 2, 2019	Kent A. Chandler Executive Director
ISSUED BY: Barry L. Myers, General Manager	10AD
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DATE OF ISSUE: January 30, 2019 KENTUCKY PUBLIC SERVICE COMMISSION Service rendered on or after March 1, 2019 DATE EFFECTIVE: Gwen R. Pinson Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2019-0006@xtatediv/eeDiverst@7, 2019. wen R. Punso ISSUED BY: Myers, General Manager Barry L. EFFECTIVE 3/1/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Counties Served P.S.C. No. 133 First Revised Sheet No. 133 Canceling P.S.C. No. 133 Original Sheet No. 133

Taylor County RECC

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DATE OF ISSUE:	January 30, 2019	Gwen R. Pinson
DATE EFFECTIVE:	Service rendered on or after March 1, 2019	Executive Director
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ISSUED BY:	Barry L. Myers, General Manager	EFFECTIVE <b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(Sheet Cancelled) "Reserved for Future Use"

DATE OF ISSUE:	January 30, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE:	Service rendered on or after March 1, 2019	Gwen R. Pinson Executive Director
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DATE OF ISSUE:	January 30, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
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ISSUED BY:	Barry L. Myers, General Manager	EFFECTIVE <b>3/1/2019</b>
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### DSM

#### Button-Up Weatherization Program

#### Purpose

The Button-Up Weatherization Program offers an incentive for reducing the heat loss of a home. The retail member may qualify for this incentive by improving attic insulation and reducing the air leakage of their home.

#### Availability

This program is available in all service territories served by Taylor County RECC.

#### 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 retail members. Typical air sealing could include caulking, improved weather stripping, sealing attic accesses, etc. To receive this incentive either an EKPC approved contractor or Taylor County RECC 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 retail 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.

#### Incentives

The Button Up incentive will pay a total payment of \$40 per thousand Btuh reduced to the retail member up to the maximum rebate incentive of \$750.

Term

The program is an ongoing program.

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE:

**ISSUED BY:** 

Service rendered on or after March 2, 2019 Barry L. Myers, General Manager

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KENTUCKY PUBLIC SERVICE COMMISSION	
Kent A. Chandler Executive Director	
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3/2/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

**Taylor County RECC** 

DATE OF ISSUE:	January 30, 2019		
DATE EFFECTIVE:	Service rendered on or after March 2, 2019	KENTUCKY PUBLIC SERVICE COMMISSION	
ISSUED BY:	Barry L. Myers, General Manager	Kent A. Chandler Executive Director	
Issued by authority of an o	rder of the Public Service Commission of Kentucky in C	ise No. 21	
		EFFECTIVE	
		<b>3/2/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

DATE OF ISSUE:	January 30, 2019	
DATE EFFECTIVE:	Service rendered on or after March 2, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY:	Barry L. Myers, General Manager	Kent A. Chandler Executive Director
Issued by authority of an o	order of the Public Service Commission of Kentucky in Ca	se No. 20 MACC 6, 2019.
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		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### DSM Heat Pump Retrofit Program

#### 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 Taylor County RECC.

#### 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:

Equipment Type	Rebate
Centrally Ducted Systems:	
Current Energy Conservation Standard established	\$500
by the Federal Department of Energy "DOE"	
Current ENERGY STAR® level equipment or greater	\$750
Mini Split Systems:	
Ducted or Ductless Mini-Splits ENERGY STAR®	\$250
level equipment or greater	

#### Term

The program is an ongoing program.

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE:

Service rendered on or after March 2, 2019 Barry L. Myers, General Manager

ISSUED BY:

Issued by authority of an order of the Public Service commission of Kentucky in Case No. 2019-00060 date: November 26, 2019.

PUBLIC SERVIO	CE COMMISSION
	Chandler ve Director
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**KENTUCKY** 

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

### Section DSM - 9

### **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 Taylor County Rural Electric Cooperative Corporation.

#### **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**

Taylor County Rural Electric Cooperative Corporation will pay a \$250 incentive to the retail customer that meets the eligibility requirements.

#### <u>Term</u>

The program is an ongoing program.

	KENTUCKY PUBLIC SERVICE COMMISSION
	JEFF R. DEROUEN
	EXECUTIVE DIRECTOR
DATE OF ISSUE; April 30, 2012 DATE EFFECTIVE: Service rendered or	and after May 31AR2018 RANCH
43 4 M	A
ISSUED BY Aug. TTTLE Manager	Bunt Kirtley
Issued by authority of an Order of the Public Service Commission of Ke	ntucky in EFFECTIVE
Case No Dated	5/31/2012
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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### Section EDR

#### Economic Development Rider

### Applicability

The EDR is available in all the service territory served by Taylor County RECC.

#### **Availability**

Available as a rider to qualifying Taylor County RECC 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, Taylor County RECC, 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:

- 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, Taylor County RECC, 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.
  - 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, Taylor County RECC, and the customer concerning the affected portion of the customer's ED Base Load.

DATE OF ISSUE August 18, 2014	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE Service rendered on and after August 18, 2014	JEFF R. DEROUEN EXECUTIVE DIRECTOR
ISSUED BY /s/ Barry L. Myers TITLE Manager Issued by authority of an Order of the Public Sc rice Commission of Kentucky in Case No. 2014-00192 issued August 18, 2014	Bunt Kirtley EFFECTIVE
	8/18/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### Section EDR (con't.)

- 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.
- 7) For purposes of this tariff, a new customer is defined as one who becomes a customer of Taylor County RECC on or after August 18, 2014.

DATE OF ISSUE August 18, 2014	KENTUCKY PUBLIC SERVICE COMMISSION	
DATE EFFECTIVE Service rendered on and after August 18, 2014	JEFF R. DEROUEN EXECUTIVE DIRECTOR	
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	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

### Section EDR (con't.)

#### <u>Rate</u>

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 Taylor County RECC 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.

DATE OF ISSUE August 18, 2014	KENTUCKY PUBLIC SERVICE COMMISSION	
DATE EFFECTIVE Service rendered on and after August 18, 2014	JEFF R. DEROUEN EXECUTIVE DIRECTOR	
ISSUED BY /s/ Barry L. Myers TITLE Aug / Manager	Bunt Kirtley	
Issued by authority of an Order of the Public Service Commi sion of Kentucky in Case Nov 2014-00192 issued August 18, 2014	EFFECTIVE 8/18/2014	
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

## FOR ALL COUNTIES SERVED P.S.C. NO.\_\_\_\_ ORIGINAL SHEET NO. 143

**Taylor County RECC** 

### Section 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 Taylor County RECC 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 Taylor County RECC 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:	January 30, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE:	Service rendered on or after March 1, 2019	Gwen R. Pinson Executive Director
Issued by authority of an o	rder of the Public Service Commission of Kentucky in Ca	se No. 21 Shwen R. Punson
ISSUED BY:	Barry L. Myers, General Manager	EFFECTIVE <b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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		<b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

For All Counties Served P.S.C. No. 147 First Revised Sheet No. 147 Canceling P.S.C. Sheet No. 147 Original Sheet No. 147

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DATE OF ISSUE:	January 30, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE:	Service rendered on or after March 1, 2019	Gwen R. Pinson Executive Director
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ISSUED BY:	Barry L. Myers, General Manager	EFFECTIVE <b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

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DATE EFFECTIVE:	Service rendered on or after March 1, 2019	KENTUCKY PUBLIC SERVICE COMMISSION
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		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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DATE OF ISSUE: January 30, 2019 KENTUCKY PUBLIC SERVICE COMMISSION DATE EFFECTIVE: Service rendered on or after March 1, 2019 **Gwen R. Pinson** Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2019-0006 detended if et aligned to 7. 2019. wen R. Punson **ISSUED BY:** 1 Barry L. Myers, General Manager EFFECTIVE 3/1/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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DATE OF ISSUE:	January 30, 2019	PUBLIC SERVICE COMMISSION
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DATE EFFECTIVE:	Service rendered on or after March 1, 2019	Executive Director
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ISSUED BY:	Barry L. Myers, General Manager	3/1/2019
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DATE OF ISSUE:	January 30, 2019	Gwen R. Pinson
DATE EFFECTIVE:	Service rendered on or after March 1, 2019	Executive Director
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ISSUED BY:	Barry Murary Conservation	3/1/2019
	Barry L. Myers, General Manager	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Counties Served P.S.C. No. 155 First Revised Sheet No. 155 Canceling P.S.C. Sheet No. 155 Original Sheet No. 155

## Taylor County RECC

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		KENTUCKY
DATE OF ISSUE:	January 30, 2019	PUBLIC SERVICE COMMISSION
DATE OF ISSUE.	January 30, 2019	Gwen R. Pinson
DATE EFFECTIVE:	Service rendered on or after March 1, 2019	Executive Director
Issued by authority of an o	order of the Public Service Commission of Kentucky in Ca	se No. 21 Suven R. Punson
ISSUED BY:	Barry L. Myers, General Magager	EFFECTIVE <b>3/1/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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### **RESERVED FOR FUTURE USE**

		KENTUCKY PUBLIC SERVICE COMMISSION
		Linda C. Bridwell Executive Director
DATE OF ISSUE: DATE EFFECTIVE:	December 29, 2023 Service rendered on and after February 1, 202	+ Lide G. Budwell
ISSUED BY: NAME/TITLE:	<u>/s/ Jeff Williams</u> Jeff Williams, CEO	EFFECTIVE <b>2/1/2024</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Counties Served

PSC KY NO. 5 <u>Original</u>\_\_\_\_SHEET NO. 156 CANCELLING PSC KY NO. \_\_\_\_\_

SHEET NO.

#### RATES SCHEDULE CS --- COMMUNITY SOLAR POWER GENERATION

Taylor County Rural Electric Cooperative Corporation (NAME OF UTILITY)

#### APPLICABLE

In all territory served by Taylor County Rural Electric Cooperative Corporation ("Taylor County RECC").

#### AVAILABILITY OF SERVICE

Community Solar Power is available to Taylor County 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 Taylor County 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 Taylor County RECC, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to Taylor County 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.

DATE OF ISSUE January 31, 2017	
DATE EFF ECTIVE March 02, 2017 MONTH/ DATE/AVEAR	PUBLIC SERVICE COMMISSION
ISSUED BY Frank SIGNATURE OF OFFICER	Talina R. Mathews       EXECUTIVE DIRECTOR       Jalina R. Mathewa
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE C	EFFECTIVE

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Taylor County Rural Electric Cooperative Corporation (NAME OF UTILITY)	PSC KY NO. 5 Original SHEET NO 157 CANCELLING PSC KY NO

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All Counties Served

#### METERING

EKPC shall provide metering services, without any cost to the Taylor County 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.

#### PANEL PRODUCTION CREDITS

Participating Customers will be credited monthly by Taylor County 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 Taylor County 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

DA LE OF ISSUE	January 31, 2017
DATE EFFECTIVE	March 02, 2017
ISSUED B y Dany	STONATURE OF OPACER
TITLE: Manager /	
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISSION
IN CASE NO	DATED

KENTUCKY PUBLIC SERVICE COMMISSION
Talina R. Mathews EXECUTIVE DIRECTOR
Jalina R. Mathews
EFFECTIVE
3/2/2017
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	FOR All Counties Served
Taylor County Rural Electric Cooperative Corporation (NAME OF UTILITY)	PSC KY NO. <u>5</u> OriginalSHEET NO. <u>158</u> CANCELLING PSC KY NO SHEET NO.

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.

(N)

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 Taylor County 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.

# 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 Taylor County RECC's service territory the credit may be transferred to the new location. If the Customer moves to a new location outside Taylor County RECC's service territory or his or her membership in Taylor County RECC is terminated for any reason, the Customer may transfer the license and credits to another Customer within Taylor County 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 Taylor County RECC may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to Taylor County RECC at the time of termination of membership or service, Taylor County RECC may continue to accrue the Panel Production Credit to reduce and eliminate the outstanding

DATE OF ISSUE	January 31, 2017	
DATE EFFECTIVE	Month 02, 2017	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY: Day	SKGNATURE OF DEPICER	Talina R. Mathews EXECUTIVE DIRECTOR
TITLE: Manager		Jalina R. Mathema
BY AUTHORITY OF ORDE	BR OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE
IN CASE NO.	DATED	<b>3/2/2017</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1

	FOR All Counties Served
Taylor County Rural Electric Cooperative Corporation	PSC KY NO. <u>5</u> Original SHEET NO. <u>159</u> CANCELLING PSC KY NO.
	SHEET NO

balance prior to making any designated transfer of the license to a different service address or (N) customer. The Customer is responsible for informing Taylor County 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 Taylor County 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 02, 2017	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY: SIGNATURE OF DEPICER TITLE: Manager	<b>Talina R. Mathews</b> EXECUTIVE DIRECTOR Jalina R. Mathews
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO	EFFECTIVE <b>3/2/2017</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Taylor County Rural Electric Cooperative Corporation, with its principal place of business at 625 West Main Street, P.O. Box 100, Campbellsville, Kentucky 42718 ("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 former tain and operate such Solar Panel. Customer also acknowledges that EKPC line service a Solar BaneN with any make, model, brand or type of solar panel as EFPC may electrinate such Solar Cooperative of such change. In the event a Solar Panel's Changed, Updated information, including the new Serial Number, make, model and sp Jalina R. Mathemate Solar Panel will be provided to Cooperative by EKPC. Cooperative will provide this new information to Customer.

**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 Fina KENTUC For oduction Credit; 2) the Panel Capacity Credit; and, 3) if elected, the Solar Renewable Energy Credit ("SREC"); minus B) an Operations and Maintenance Elective Energy these components shall be based upon the panel production and Jalma R. Mathews to the Customer's licensed solar panels.

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

 $\Box$  sell or  $\Box$  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. PUBLIC SERVICE COMMISSION
- 5.6 The Panel Production Credit will be set forth each month as a **EXECUTOR Talina R. Mathews** bill, beginning with the bill covering the next full billing cycle Jaline R. Mathews 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 **fequined** to convert

**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<sup>n</sup>, 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 Agreeme**KENDUGE** the value of the community solar Factor of the
- 7. Additional Acknowledgements. The Parties further acknowledge Jalina R. Mathuma

EFFECTIVE **3/2/2017** PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 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 REENTROM G THE OPERATION, PRODUCTION, CONFIGURATION, LIFETYCLE OR ANY OTHER ASPECT OF THE LICENSED SOLAR PANEL(S) EXECUTE OF ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A REPRESENTATIONS PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND A DEPUTYULAR. PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND A DEPUTYULAR. 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 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 opages service opages se

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.

Taylor County Rural Electric Cooperative Corporation

CUSTOMER NAME (please print)

TAYLOR COUNTY RECC REPRESENTATIVE NAME AND TITLE (please print)

CUSTOMER SIGNATURE

SIGNATURE

KENTUCKY PUBLIC SERVICE COMMISSION
<b>Talina R. Mathews</b> EXECUTIVE DIRECTOR Jalina R. Mathews
EFFECTIVE
<b>3/2/2017</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# PREPAY METERING PROGRAM

# Purpose

To provide members with a payment option that may assist them in managing and controlling their energy purchases.

# **Availability**

This is an optional rider to Taylor County RECC's Schedule A – Farm and Home Service residential tariff and is available to all members being served under that tariff.

# **Terms and Conditions**

PrePay is a voluntary program. Members who qualify for this rider may choose to enroll their electric account(s) in this program. All members who participate in this program are subject to the following:

- 1. Each member choosing the PrePay option will be subject to all other applicable rules and regulations which apply to members using the residential tariff without the PrePay rider.
- 2. Members should have internet access and text availability to participate in this voluntary program.
- 3. A new member will be required to sign membership documentation and be entitled to all member benefits as current members.
- 4. All members enrolling in the PrePay program shall sign a PrePay agreement. The agreement shall be in effect until the member desires to cancel. The member may convert to normal monthly credit/payment terms at any time by request. At this point the member will be subject to conditions of the residential tariff without the PrePay rider. This may include the requirement of a deposit.
- 5. The Customer Charge will be the same as Taylor County RECC's regular residential tariff. The Program Fee shall be \$3.70 a month. Both the Customer Charge and Program Fee will be pro-rated and deducted from the member's account on a daily basis.

DATE OF ISSUE: January 8, 2021	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE: February 8, 2021	Linda C. Bridwell Executive Director
ISSUED BY: Barry L. Myers, General Manager	Lide G. Budwell
Issued by authority of an Order of the Public Service Commission Case No. <u>2020-00278</u> Dated <u>December 22, 2020</u> .	of Kentucky EFFECTIVE 12/22/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# PREPAY METERING PROGRAM—(Continued)

- 6. A one-time service fee of \$8.65 will be charged to install the equipment for prepay use. Should the member cease participation in the program, the Cooperative may, at its sole discretion, uninstall the equipment for prepay use; a one-time fee of \$8.65 will be charged if the Cooperative uninstalls the equipment for prepay use.
- 7. The Energy Charge will be the same as Taylor County RECC's regular residential tariff.
- 8. The Fuel Adjustment and the Environmental Surcharge will be charged or credited to the account based upon the time of purchase. The Fuel Adjustment and Environmental Surcharge will be the rates in effect for the month of purchase.
- 9. The PrePay account will not be subject to deposits, late fees, disconnect fees, and reconnect fees.
- 10. At the time the PrePay account is activated, the initial purchase is required to be a minimum of \$100.00. Purchases beyond the point of activation will be at an increment of the member's choosing, with a minimum purchase being \$10.00.
- 11. When an existing member chooses to convert to the PrePay program and has a deposit on file with the Cooperative, the deposit and accumulated interest will not be refunded, but converted into a credit on the account going forward. No crediting of the deposit to the PrePay account shall occur if the deposit is needed to cover a pre-existing indebtedness by the member or the member has another account(s) which does not have a satisfactory credit history. The remaining credit will be transferred as a deposit to the unsecured account(s).
- 12. Once enrolled in the PrePay program, no additional payment arrangements will be made.
- 13. If an agency submits or has already submitted (but not yet paid) a voucher or other financial assistance to an account, the full amount of the assistance will be applied to the PrePay account.
- 14. If a member who has not been in the PrePay program is disconnected for non-payment, they may request to be reconnected and enrolled in the program. If they are unable to pay their account balance in full, they will be offered a payment plan whereas future purchases will be split 70/30 until the old debt is retired. Seventy percent (70%) of the payments will be applied to new purchases, and thirty percent (30%) will be applied towards retirement of the previous balance minus any applicable deposit.

	KENTUCKY PUBLIC SERVICE COMMISSION
DATE OF ISSUE: January 8, 2021 DATE EFFECTIVE: February 8, 2021	Linda C. Bridwell Executive Director
ISSUED BY: Barry L. Myers, General Manager	Ande G. Andwell
Issued by authority of an Order of the Public Service Commission Case No. <u>2020-00278</u> Dated <u>December 22, 2020</u> .	EFFECTIVE of Kentucky 12/22/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# **PREPAY METERING PROGRAM**—(Continued)

- 15. Members may check the status of their account(s) by utilizing the Cooperative's website, using the mobile app, or by calling the office during office hours.
- 16. Members may apply funds to their PrePay accounts(s) by mail, telephone, mobile app, or by the Cooperative's website by Visa or MasterCard. Payment may also occur in person during the Cooperative's regular office hours.
- 17. If a payment on a PrePay account is returned for any reason, the account is subject to the service charge listed in Taylor County RECC's Rules and Regulations.
- 18. Members who present a Winter Hardship Reconnect, Certificate of Need, or Medical Certificate as outlined in 807 KAR 5:006, Sections 14, 15, and 16 will be removed from the program and the account will become a post-pay account.
- 19. A monthly paper bill will not be mailed to members who elect to enroll in the PrePay program. However, the member may view their PrePay account status on the Cooperative's website or mobile app. Due to the PrePay status of an account, a delinquent notice will not be mailed as the account should never be in arrears.
- 20. 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.
- 21. When the amount of funds remaining in a PrePay account reaches the threshold of \$25.00, automated messages(s) will be sent to the member rather than a written notice sent by U.S. Mail.
- 22. A PrePay account will be disconnected if the balance of the account becomes negative. Unless directed otherwise by the Commission, 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, Taylor County RECC recommends the member not utilize the PrePay service

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# **PREPAY METERING PROGRAM**—(Continued)

- 23. 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 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.
- 24. 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 not be billed until a reading is available. In addition, a month-end billing will be done to "true up" any unbilled charges. Charges such as the customer charge, kWh, fuel adjustment and environmental surcharge, franchise fee, security lights and applicable taxes will be prorated daily.
- 25. When a member requests to have the power disconnected and they have a credit balance on their PrePay account, their remaining balance will be refunded. If the member has another account the credit will be transferred to that account, otherwise, the refund will be issued to the member in the form of a check.
- 26. The member will be billed for replacement cost of any damaged equipment such as the meter or meter collar, when such damage occurs as a result of malice or neglect by the member.
- 27. If the member's PrePay account is disconnected due to a negative balance, the negative balance must be paid in addition to \$30.00. Once the account balance is positive \$30.00, the account will be reconnected.

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ISSUED BY: Jamy Z. My m Barry L. Myers, General Manager	Lude G. Andwell
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	<b>12/22/2020</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ALL COUNTIES SERVED P.S.C. NO. CANCELLING P.S.C. NO. ORIGINAL SHEET NO. 161

### TAYLOR COUNTY RECC

#### **TAYLOR COUNTY RECC PREPAY AGREEMENT**

Member Name	
Member Sep No.	Cell Phone
Service Address	Cell Phone Carrier
	E-Mail

The undersigned (hereinafter called the "member") hereby applies for participation in the voluntary PrePay Electric Service Program offered to members of Taylor County Rural Electric Cooperative Corporation (hereinafter called the "Cooperative") and agrees 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 continue to apply in addition to the terms and conditions of this Agreement for PrePay Electric Service, subject, however, to any changes set forth in this Agreement.
- 3. The member shall sign any membership documentation 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 on the above referenced account 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 does not have a satisfactory credit history, the remaining credit will be transferred as a deposit to the unsecured account(s). The deposit will only be refunded by applying it to the member's account(s) as described.
- 5. 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 view or obtain a copy of their bill through the website, mobile app, or at our office.

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ISSUED BY: Barry L. Myers, General Manager	Lude G. Andwell
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	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	FOR ALL COUNTIES SERVED
	P.S.C. NO.
	CANCELLING P.S.C. NO.
TAYLOR COUNTY RECC	<b>ORIGINAL SHEET NO. 162</b>

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- 6. 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.
- 7. The PrePay account shall not be subject to deposits, late fees, disconnect fees, and reconnect fees.
- 8. If a member changes any of the contact information (i.e. e-mail address, phone number, etc.) provided on this agreement, it is the responsibility of the member to notify the Cooperative of any such changes immediately. It is the member's responsibility to manage their own communication devices.
- 9. When the amount of funds remaining on a PrePay account reaches the minimum balance threshold of \$25.00, an automated message will be sent daily to the member rather than a written notice sent by U.S. Mail. Taylor County RECC will not be responsible for any failure of the member to receive the automated message for any reason(s).
- 10. The member shall be responsible for regularly monitoring the balance on the PrePay account and understands that the electric service will be subject to disconnection without any written notification from the Cooperative to the member once the balance of the account reaches zero (\$0.00).
- 11. The member is required to confirm that he/she can receive electronic communications to be eligible for the PrePay program.
- 12. Levelized budget billing, automatic payment draft, net metering, and ETS accounts 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.

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- 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 and will revert to a post-pay account. 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. Unless directed otherwise by the Commission, the account will be disconnected regardless of weather/temperatures as the member responsible for ensuring that the PrePay account is adequately funded. If the member cannot ensure proper funding, Taylor County RECC 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. However, the PrePay account will not be disconnected if the amount of the voucher is sufficient to pay for the entire amount of any arrearages owed by the member.
- 18. If a member has a PrePay account and presents a Certificate of Need, Winter Hardship Reconnect, or Medical Certificate, the account will be reverted to a post-pay account.
- 19. The member authorizes the Cooperative to transfer the unpaid 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 a 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. Payment may be made on the website, mobile app, over the phone, or in the office.
- 22. Usage can be monitored via the website or mobile app.
- 23. If the member's PrePay account is disconnected due to a negative balance, the negative balance must be paid in addition to \$30.00. Once the account balance is positive \$30.00, the account will be reconnected.

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Case No. 2020-00278 Dated December 22, 2020 .	EITEONVE
Case No2020-00278DatedDecember 22, 2020	12/22/2020
	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

24. The PrePay agreement shall be in effect until the member desires to cancel. If discontinuing, the member will have to meet the requirements of a post-pay member for continued service.

Member Signature:	SSN:	Date:
Member Signature:	SSN:	Date:

CSR Signature:\_\_\_\_\_Date:\_\_\_\_\_

OFFICE USE ONLY		
WO Number	Date Installed	
Location	Initials	
Comments	· · · · · · · · · · · · · · · · · · ·	

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#### Taylor County Rural Electric Cooperative Corporation

### Rate EM - Earnings Mechanism - Member Tariff

#### Applicability

In the service territory of Taylor County Rural Electric Cooperative Corporation ("Taylor County RECC")

#### 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

<u>Allocation of Excess Margins from EKPC.</u> EKPC will determine the allocation of the excess margin for the most recent calendar year and will prepare and provide to Taylor County RECC a schedule showing the allocation of the excess margin for the most recent calendar year by EKPC rate class. Taylor County RECC 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.

<u>Calculation of Bill Credit.</u> Taylor County RECC will calculate the bill credit applicable to its retail members in the following manner:

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

DATE OF ISSUE:October 2, 2023
DATE EFFECTIVE: September 12, 2023
ISSUED BY:
TITLE: Chief Executive Officer

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



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Dated, September 12, 2023.

KENTUCKY

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

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- c. Taylor County RECC 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. Taylor County RECC 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 Taylor County RECC 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, Taylor County RECC will apply the Bill Credit Percentage to residential retail members by customer count. Taylor County RECC 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. Taylor County RECC will return the excess margins only to current retail members at the time the bill credit is given.
- f. Taylor County RECC 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, Taylor County RECC will amortize the bill credit over the same time period EKPC uses to return the excess margins to Taylor County RECC.

	PUBLIC SERVICE COMMISSION
DATE OF ISSUE:October 2, 2023	Linda C. Bridwell Executive Director
DATE EFFECTIVE: September 12,72623	J. P. B. I. all
TITLE:Chief Executive Officer	Chide G. Andwell
Pursuant to Commission Order in Case No. 2023-00135	effective 9/12/2023

# FOR ALL COUNTIES SERVED

Taylor County Rural Electric Cooperative Corporation

PSC KY NO. \_\_\_\_\_ ORIGINAL SHEET NO. \_\_166

# DSM Pilot

# Residential Electric Vehicle Off-Peak Charging Program

#### Applicability

In all territories of Taylor County Rural Electric Cooperative Corporation ("Taylor County RECC").

### **Availability**

The Residential EV Off-Peak Charging Program is available to end-use retail members ("retail member") in the service territory of Taylor County 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. Taylor County RECC reserves the right to restrict the number of retail members in the pilot.

### <u>Purpose</u>

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 Taylor County 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 Taylor County RECC and be on their SCHEDULE A – FARM AND HOME SERVICE 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**

 Taylor County 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 5:00 AM Eastern Revailog(Yime ("EPT") for all days of the year. The credit will be applied to the bill after alldBargesEre/applied/Mrs6ahON to the applicable residential electric rate of Taylor County RECC.

DATE OF ISSUE:

October 23, 2023

DATE EFFECTIVE:

**ISSUED BY:** 

Service rendered on and after December 1, 2023

Jeffrey Williams, Chief Executive Officer Linda C. Bridwell Executive Director

6. Andwell

EFFECTIVE **12/1/2023** PURSUANT TO 807 KAR 5:011 SECTION 9 (1) Ν

# FOR ALL COUNTIES SERVED

Taylor County Rural Electric Cooperative Corporation

PSC KY NO. ORIGINAL SHEET NO. 166.1

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# **Terms and Conditions**

- 1. Prior to joining the program, Taylor County RECC may inspect the retail member's EVSE to insure compatibility with the energy software platform, but Taylor County 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, Taylor County RECC will endeavor to implement the change as soon as possible.

		KENTUCKY PUBLIC SERVICE COMMISSION
		Linda C. Bridwell Executive Director
DATE OF ISSUE:	October 23, 2023	- Thide G. Andwell
DATE EFFECTIVE:	Service rendered on and after pecember 1, 202	З ЕFFECTIVE
ISSUED BY:	Jeffrey Williams,	<b>12/1/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Jeffrey Williams, Chief Executive Officer