

LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION

OF

WEST LIBERTY, KENTUCKY 41472

RATES, RULES AND REGULATION FOR FURNISHING ELECTRICITY

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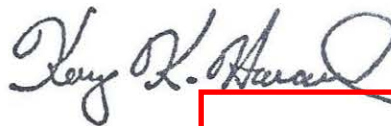
BREATHITT, LEE, MAGOFFIN, MENIFEE, MORGAN  
AND WOLFE COUNTIES KENTUCKY

FILED WITH THE PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED SEPTEMBER 30, 2021

EFFECTIVE OCTOBER 1, 2021

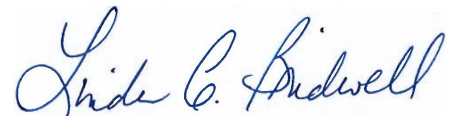
ISSUED BY: LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION



KERRY K. HOWARD  
GENERAL MANAGER/CEO

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



EFFECTIVE

**10/1/2021**

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

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 1

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 1

RULES AND REGULATIONS

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SCOPE

This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from the Cooperative and applies to all service received from the Cooperative whether the service 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 service information can be obtained from the Cooperative's office or Cooperative personnel. If there is a change in service that would result in another tariff being applicable, it is the consumer's responsibility to notify the Cooperative.

REVISIONS

These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time after approval of Licking Valley RECC's Board of Directors and the Public Service Commission. Such changes, when effective, shall have the same force as the present Rules and Regulations. The Consumers shall be informed of any changes as soon as possible, after adoption by the Board of Directors, through the Cooperative's monthly newsletter, a newspaper of general circulation or direct mailing.

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. The consumers shall exercise proper care to protect the property of the Cooperative on its premises; and in the event of loss or damage to the Cooperative's property arising from neglect of the consumer to care for same, the cost of necessary repairs or replacement shall be paid by the consumer.

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY B. J. Duncan General Manager West Liberty, KY  
name of officer title address KY

PUBLIC SERVICE COMMISSION  
KENTUCKY  
OFFICE  
FEB 16 1999  
BY Shirley Bell  
SECRETARY OF THE COMMISSION



For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 2

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 2

RULES AND REGULATIONS

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CONTINUITY OF SERVICE

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

SERVICES PERFORMED FOR CONSUMERS

The Cooperative's personnel shall not while on duty make repairs or perform service to the consumer's equipment or property except in cases of emergency or to protect the public or consumer's person or property. When such emergency services are performed, the consumer shall be charged for such service(s) at the rate of time and material(s) used.

RIGHT OF ACCESS

Each consumer shall give and grant right of access during reasonable hours to the Cooperative without paid compensation to his, hers, or its lands and premises for the purpose of placing, installing, locating, building, constructing, meter reading, operating, replacing, rebuilding, relocating, repairing, improving, enlarging, extending, maintaining and removal of its property at the time service is to be terminated on, over, or under such lands and premises, or anchors and other necessary or appurtenant parts. Any employee of the Cooperative whose duties require him/her to enter the customers premises, shall bear identification which will identify him/her as an employee of the Cooperative.

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY B. J. Duncan General Manager West Liberty, KY  
name of officer title address

PUBLIC SERVICE COMMISSION  
OF KY. LUCKY  
FEB 16 1999  
PURS. TO SECTION 5011,  
KRS (1911)  
BY: Stephen D. Bell  
SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 3

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 3

RULES AND REGULATIONS

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INSPECTION OF PREMISE AND WIRING FOR CONSUMER COMPLIANCE WITH EXISTING ELECTRICAL CODES.

The Cooperative shall have the right, but shall not be obligated to inspect any installation before electricity is introduced, or at any later time, and reserves the right to reject any wiring or appliances not in accordance with the National Electric Code or other governing bodies, but such inspection or failure to inspect or reject shall not render the Cooperative liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of the Cooperative's rules, or from accidents which may occur upon consumer's premises. Further, if it is required, it shall be the responsibility of the consumer to present to the Cooperative a certificate of inspection covering all State and Local ordinances in effect at the time, before such connections are to be made.

PRE-SERVICE CONDITION INSPECTION

The Cooperative shall inspect the condition of the meter and service connections before making service connections to a new consumer so that prior or fraudulent use of the facilities will not be attributed to the new consumer. The new consumer shall be afforded the opportunity to be present at such inspections. The Cooperative shall not be required to render service to any consumer until any defects in the consumer-owned portion of the service facilities have been corrected.

APPLICATION FOR SERVICE

Each prospective consumer, firm, corporation or body politic desiring electric service will be required to sign the Cooperative's "Application for Membership and for Electric Service", also, sign a contract when applicable, before service is

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THE SEAL OF THE COMMISSION  
OF KENTUCKY

DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Bob Duncan General Manager West Liberty, KY  
name of officer title PURPOSE address

FEB 16 1999  
BY: Stephen D. Bell  
SECRETARY OF THE COMMISSION

LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION

FOR All Territory Served

PSC KY NO. 034

Third Revised Sheet No. 4

Cancelling P.S.C. No.

Second Revised Sheet No. 4

RULES AND REGULATION

supplied by the Cooperative and provide the Cooperative with necessary easements or right(s)-of-way permits that pertain to their property.

IDLE SERVICES

Assets subject to be removed after twenty four(24) months of inactivity.

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MEMBERSHIP FEE

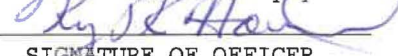
Each prospective consumer shall pay the membership fee of twenty dollars (\$20.00) before or at the time service is supplied. A service connection fee of twenty four dollars (\$24.00) shall be charged for each additional service connected. The membership fee will be refunded if all bills are paid, or applied against any unpaid bills of the consumer at the time service is disconnected, which will automatically terminate the membership. The membership is jointly owned by husband and wife and is not transferable.

DEPOSITS


1. The Cooperative may require from any consumer or applicant for service a minimum cash deposit or other guaranty to secure payment of bills of an amount not to exceed two-twelfths (2/12) of the estimated annual bill of such consumer or applicant, where bills are rendered monthly. This requirement will not apply to those consumers qualifying for winter hardship reconnection. The Cooperative may require an equal deposit from all applicants for the same class of service. This equal deposit will be recalculated annually after the December bills are run, based on the average bill of consumers in their class. No deposit will exceed the average bill of consumers in each applicable rate and class. Any business under Schedule Large Power or Schedule Large Power Rate will be charged based on two-twelfths (2/12) historic usage of all consumers that fall within the applicable rate and class and/or similar consumers and premises, on the system if possible. If requested the deposit may be based upon an established historic usage for the premises.

DATE OF ISSUE June 21, 2019  
month day year

DATE EFFECTIVE July 22, 2019  
month day year

ISSUED BY   
SIGNATURE OF OFFICER  
TITLE General Manager/CEO

ISSUED BY AUTHORITY OF AN ORDER OF  
THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN  
CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 7/22/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 5

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 5

RULES AND REGULATIONS

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2. If a consumer has established a twelve (12) month credit history with no more than one (1) late payment, no returned checks, or any other derogatory credit problems, the required deposit will be waived. If the applicant can provide an acceptable letter of credit from another utility or business that meets the above criteria, the deposit will be waived.
  3. If the Cooperative retains a residential deposit for more than eighteen (18) months, it shall advise the consumer that the deposit will be recalculated based on actual usage upon the consumer's request. The notice of deposit recalculation shall state that if the deposit on account differs by more than ten dollars (\$10.00) from the deposit calculated on actual usage, then the Cooperative shall refund any over collection and will collect any underpayment. Refunds will be made by applying credit to the consumer's bill.
  4. Notification of a consumer's right to a deposit recalculation shall be included on the receipt of deposit or made at least once annually. The notice may be made by means of a general mailing or general publication to all consumers which specifies the above conditions.
  5. The refund provisions contained in subsection three (3) above notwithstanding, the Cooperative shall not be required to refund any excess deposit if the consumer's bill is delinquent at the time of recalculation.
  6. The Cooperative shall issue to every consumer from whom a deposit is received a certificate of deposit, showing the name of the consumer, location of initial premises occupied, date, amount of the deposit and notification of the consumer's right

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PUBLIC SERVICE COMMISSION  
COMMONWEALTH OF KENTUCKY  
REGULATIVE DIVISION

DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
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ISSUED BY Bill Duncan General Manager West Liberty, KY  
 name of officer title address 011.

REC 16 1999  
 BY [Signature]  
 SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 6

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 6

RULES AND REGULATIONS

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to recalculation. If a deposit is recalculated in accordance with the above provisions, the consumer shall return the original certificate of deposit to the Cooperative in return for a new, accurate certificate.

The language that appeared here was updated on 7/12/2012. See next page.

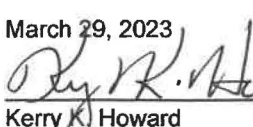
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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Burt Duncan General Manager West Liberty, KY  
name of officer title address

PUBLIC SERVICE COMMISSION  
COMMONWEALTH OF KY  
FEB 16 1999  
BY: [Signature]  
SECRETARY OF THE COMMISSION

7. The required deposit will accrue interest at the rate prescribed by law beginning on the date of the deposit. Interest accrued will be refunded to the customer or credited to the customer's bill on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of the deposit or the last interest payment date, the payment or credit shall be on a prorated basis. The deposit will be refunded when service is discontinued, and all bills are paid in full unless prior to disconnected the consumer qualifies under subsection eight (8). However, if the consumer wishes to transfer the paid deposit to another account, the final bill must be paid in full before reconnection of service to another premise can be executed.
8. Licking Valley Rural Electric Cooperative will refund a consumer's deposit or credit a consumer's deposit to their corresponding energy account after twelve (12) months of established credit. In no event shall the deposit be refunded if the most recent twelve (12) month period reflects more than one (1) late payment, any returned checks, or any other derogatory credit problem.
9. If any consumer is forced to move, through no fault of their own, (i.e., residence burning, flooding or condemnation proceedings), the consumer 2/12ths deposit and applicable service charges shall be waived for the first (1<sup>st</sup>) granting of service thereafter.
10. If a deposit has been waived as specified in subsection two (2) or returned as specified in subsection eight (8) and the consumer fails to maintain satisfactory payment record as specified above, the consumer may be required to pay a deposit.

DATE OF ISSUE: February 27, 2023  
DATE EFFECTIVE: March 29, 2023  
ISSUED BY:   
Kerry K. Howard  
General Manager/CEO

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

<b>EFFECTIVE 3/28/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 7

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 7

RULES AND REGULATIONS

The language that appeared here was updated on 7/12/2012. See previous page.

- 11. If substantial change in usage has occurred, the consumer may be required to pay an additional deposit. No additional or subsequent deposit shall be required of residential consumers whose payment record is satisfactory, unless the consumer's classification of service changes, except as provided in subsection three (3) of this section.
- 12. Deposits as a condition of service. Except in cases where consumers qualify for Winter Hardship Reconnection, customer service may be refused or discontinued pursuant to proper notice as specified under Discontinuance and Refusal of Service by the Cooperative, if payment of requested deposit is not made.

BILLING

Each month a bill, for the previous month's service will be mailed to the consumer showing all charges according to rate schedules approved by the Public Service Commission of Kentucky. All bills are to be mailed to the consumers in time to reach them by the 20th of the month. On this date, the member shall read his/her meter and place the reading in the space provided on the bill. This part of the bill is to be returned to the Cooperative by the ninth (9th) of the following month. A five percent (5%) penalty will be assessed on the current bill if a consumer fails to pay a bill for services by the ninth (9th) of the following month. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on

===== PUBLIC SERVICE COMMISSION  
OFFICE OF THE SECRETARY  
100 EAST MAIN STREET  
FRANKFORT, KY 40601  
FEB 16 1999

DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY [Signature] General Manager West Liberty, KY  
name of officer title address

BY: [Signature]  
SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 8

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 8

RULES AND REGULATIONS

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unpaid penalty charges. Annually, each consumer will be granted one (1) waiver of penalty per account. The annual basis for waiver will commence with the January bill, which is mailed in February and end with the December bill, which is mailed in January. Failure to pay will result in the issuance of a disconnect work order after a proper written notice has been mailed and then ten (10) days has elapsed. When advance termination notice is required, the termination notice shall be mailed or otherwise delivered to the last known address of the consumer. The termination notice shall be in writing, distinguishable and separate from any bill. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent bill, and that the consumer has the right to dispute the reasons for termination. The termination notice shall also comply with the applicable requirements of the Discontinuance and Refusal of Service by the Cooperative section of these rules and regulations.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 16 1999

PURSUANT TO KRS 5011.

BY: SEYDNEY E. KRAM  
SECRETARY OF THE COMMISSION

DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Burt Duncan General Manager West Liberty, KY  
name of officer title address



For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 9

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 9

RULES AND REGULATIONS

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Below is the billing format to be utilized monthly:

FRONT

BACK

This billing format may be modified as the need arises. In any case the bill shall clearly show the following, if applicable: class of service; present and last preceding meter readings; number of units consumed; meter constant, if any; net amount for service rendered; all taxes; any adjustments; and the gross amount of the bill. The date after which a penalty may apply to the gross amount shall be indicated. Estimated bills shall be distinctly marked as such. The rate schedule under which the bill is computed shall be furnished to the consumer by publication in an annual general circulation.

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Barbara Doman General Manager West Liberty, KY  
name of officer title address

FEB 16 1999  
PURSUANT TO  
SECTION 10(1)  
BY: Stephanie Ball  
SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 10

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 10

RULES AND REGULATIONS

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BUDGET BILLING

A budget plan is available.

1. The account must be paid up to date, with no balances, when the budget plan is put into effect. The first budget payment will be made with the June billing which is mailed July 20th.
2. The annual estimated cost of heat and utilities and monthly payments may change from year to year due to conditions of weather and adding of more appliances, and a change in the rates of the Cooperative.
3. The consumer shall read the meter on the twentieth (20th) of the month, and report the reading each month when payment is made. All bills are to be paid by the ninth (9th) of the following month, and bills not paid by the ninth (9th) of the following month will have a five percent (5%) late charge added, thus becoming delinquent and the Budget Payment Plan cancelled. The annual waiver of penalty specified in the Billing subsection of these Rules and Regulations shall apply to budget accounts.
4. Full settlement of the bill must be made each year with payment of the May bill which is mailed June 20th or the budget privileges will be cancelled, and the account will be treated as a delinquent account.
5. This budget is for the convenience of the consumer, but failure to abide with the established rules will result in the consumer losing the privilege of the budget plan.

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Burd Duncan General Manager West Liberty, KY  
name of officer title address

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
FEB 16 1999  
BY Stephen D. Bull  
SECRETARY OF THE COMMISSION

RULES AND REGULATIONS

CONSUMER DESIRING SERVICE OR DISCONTINUANCE OF SERVICE

Any consumer desiring service, discontinuance of service, or changed from one location to another, shall give the Cooperative three (3) working days' notice in person, by telephone or in writing provided such notice does not violate contractual obligations or tariff revisions. The consumer shall not be responsible for charges for service beyond the three (3) day notice period if the consumer provided reasonable access to the meter during the notice period. If the consumer notifies the Cooperative of his/her request for termination by telephone, the burden of proof is on the consumer to prove that the service termination was requested if a dispute arises.

TEMPORARY DISCONNECTION – METER RESETTING CHARGE

Consumers requesting their service disconnected for reasons such as vacation, repairs to homes, etc. will not be charged for disconnecting the service. However, a service charge of seventeen dollars and forty cents (\$17.40) will be made for reconnecting the service.

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DISCONTINUE AND REFUSAL OF SERVICE BY THE COOPERATIVE

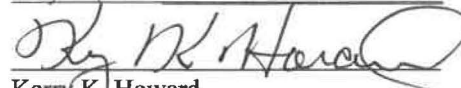
The Cooperative will refuse or terminate service to a consumer under the following conditions:

1. For noncompliance with Cooperative tariffed rules or Commission regulations. The Cooperative may terminate service for failure to comply with applicable tariffed rules or Commission regulations pertaining to that service. However, the Cooperative shall not terminate or refuse service to any consumer for noncompliance with its rules or Commission regulations without first having made a reasonable effort to obtain consumer compliance. After such effort by the

DATE OF ISSUE: May 10, 2021

DATE EFFECTIVE: May 12, 2021

ISSUED BY:

  
Kerry K. Howard  
General Manager/CEO

ISSUED BY AUTHORITY OF AN ORDER OF  
PUBLIC SERVICE COMMISSION OF KENTUCKY  
IN CASE NO. 2020-00338 DATED MAY 10, 2021.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**5/12/2021**

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

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 12

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 12

RULES AND REGULATIONS

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Cooperative, service may be terminated or refused only after the consumer has been given at least ten (10) days' written termination notice as specified on the Billing section of these Rules and Regulations.

- 2. For dangerous conditions. If a dangerous condition relating to the Cooperative's service which could subject any person to imminent harm or result in substantial damage to the property of the Cooperative or others, is found to exist on the consumer's premises, the service shall be refused or terminated without advance notice. The Cooperative shall notify the consumer immediately in writing and, if possible, orally of the reasons for the termination or refusal. Such notice shall be recorded by the Cooperative and shall include the corrective action to be taken by the consumer or Cooperative before service can be restored or provided. However, if the dangerous condition can be effectively isolated or secured from the rest of the system, the Cooperative need discontinue service only to the affected appliance.
- 3. For refusal of access. When a consumer 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 consumer has failed to resolve the situation and after the consumer has been given at least ten (10) days' written notice of termination pursuant to the Billing section of these Rules and Regulations.
- 4. For outstanding indebtedness. Except as provided in Winter Hardship reconnection of these Rules and Regulations, the

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY B. J. Duncan General Manager West Liberty, KY  
name of officer title address

PUBLIC SERVICE COMMISSION  
OFFICE OF THE CLERK  
SERVICES  
FEB 18 1999  
PUBLIC SERVICE COMMISSION  
BY: [Signature]  
SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 13

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 13

RULES AND REGULATIONS

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Cooperative shall not be required to furnish new service to any consumer who is indebted to the Cooperative for service furnished or other tariffed charges until that consumer has paid his/her indebtedness.

5. For noncompliance with state, local or other codes. The Cooperative will refuse or terminate service to a consumer if the consumer does not comply with state, municipal or other codes, rules and regulations applying to such service. The Cooperative may terminate service pursuant to this subsection only after ten (10) days' written notice is provided pursuant to the Billing section of these Rules and Regulations, unless ordered to terminate immediately by a governmental official.

6. For nonpayment of bills. The Cooperative will terminate service at a point of delivery for nonpayment of charges incurred for electric service at that point of delivery; however, the Cooperative shall not terminate service to any consumer for nonpayment of bills for any tariffed charge without first having mailed or otherwise delivered an advance termination notice which complies with the requirements of the Billing section of these Rules and Regulations.

A. Termination notice requirements. The Cooperative proposing to terminate consumer service for nonpayment shall mail or otherwise deliver to that consumer ten (10) days' written notice of intent to terminate. Under no circumstances shall service be terminated before twenty-seven (27) days after the mailing date of the original unpaid bill. The termination notice to residential consumers shall include written notification to the consumer of the existence of local, state and federal programs providing for the payment of electric bills under certain conditions, and of the address and

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Bob Dorman General Manager West Liberty, KY  
name of officer title address 45011

PUBLIC SERVICE COMMISSION  
OFFICE OF THE SECRETARY  
FEB 16 1999  
BY Shirley J. Bell  
SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 14

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 14

RULES AND REGULATIONS

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telephone number of the Department for Social Insurance of the Cabinet for Human Resources to contact for possible assistance.

- B. The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular consumer or consumers are otherwise dictated by the terms of a special contract between the Cooperative and consumer which has been approved by the Commission.
- 7. For illegal use or theft of service. The Cooperative will terminate service to a consumer without advance notice if it has evidence that a consumer 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 consumer of the reasons for termination or refusal of service upon which the Cooperative relies, and of the consumer's right to challenge the termination by filing a formal complaint with the Commission. This right of termination is separate from and in addition to any other legal remedies which the Cooperative may pursue for illegal use or theft of service. The Cooperative shall not be required to restore service until the consumer has complied with all tariffed rules of the Cooperative and laws and regulations of the Commission.
- 8. The Cooperative shall not terminate service to a consumer if the following conditions exist:
  - A. If payment for services is made. If, following receipt of a termination notice for nonpayment but prior to the actual termination of service, there is delivered to the Cooperative office payment of the amount in arrears,

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Bruce Deane General Manager West Liberty, KY  
name of officer title address

REGISTRATION  
OFFICE  
FEB 16 1999  
PURSUANT TO  
BY: [Signature]  
SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 15

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 15

RULES AND REGULATIONS

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service shall not be terminated.

B. If a payment agreement is in effect. Service shall not be terminated for nonpayment if the consumer and the Cooperative have entered into a partial payment plan in accordance with the Partial Payment Plan section of these Rules and Regulations and the consumer is meeting the requirements of the plan.

C. If a medical certificate is presented. Service shall not be terminated for thirty (30) days beyond the termination date if a physician, registered nurse or public health officer certifies in writing that termination of service will aggravate a debilitating illness or infirmity on the affected premises. The Cooperative may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan in accordance with the Partial Payment Plan section of these Rules and Regulations. The Cooperative shall not require a new deposit from a consumer who presents to the Cooperative a medical certificate certified in writing by a physician, registered nurse or public health officer.

9. The Cooperative shall not terminate service for thirty (30) days beyond the termination date if the Kentucky Cabinet for Human Resources (or its designee) certifies in writing that the consumer is eligible for the Cabinet's Energy Assistance Program or household income is at or below one hundred and thirty percent (130%) of the poverty level, and the consumer presents such certificate to the Cooperative. Consumers eligible for such certification from the Cabinet for Human Resources shall have been issued a termination notice between November 01 and March 31. Certificates shall be presented to

PUBLIC SERVICE COMMISSION

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ISSUED BY B. J. Decker General Manager West Liberty, KY  
name of officer title address

BY: [Signature]  
SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 16

Cancelling P.S.C. KY No. \_\_\_\_\_

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the Cooperative during the initial ten (10) day termination notice period. As a condition of the thirty (30) day extension, the consumer shall exhibit good faith in paying his/her indebtedness by making a present payment in accordance with his/her ability to do so. In addition, the consumer shall agree to a repayment plan in accordance with the Partial Payment Plan section of these Rules and Regulations which will permit the consumer to become current in the payment of his/her bill as soon as possible but not later than October 15. The Cooperative shall not require a new deposit from a consumer who presents a certificate to the Cooperative certified by the Kentucky Cabinet for Human Resources (or its designee) that the consumer is eligible for the Cabinet's Energy Assistance Program or whose household income is at or below one hundred and thirty percent (130%) of the poverty level.

WINTER HARDSHIP RECONNECTION

1. Not with-standing the provisions of the Prompt Connection of Service section of these Rules and Regulations to the contrary, the Cooperative shall reconnect service to a residential consumer who has been disconnected for nonpayment of bills pursuant to the Discontinuance and Refusal of Service by the Cooperative section six (6) of this regulation prior to application for reconnection, and who applies for such reconnection during the months from November through March if the consumer or his/her agent:
  - A. Presents a certificate of need from the Cabinet for Human Resources, Department for Social Insurance, including a certification that a referral for weatherization services has been made in accordance with subsection three (3) of this section;

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ISSUED BY Ben Duncan General Manager West Liberty, KY  
 name of officer title address

PUBLIC SERVICE COMMISSION  
 OFFICE OF THE SECRETARY  
 5011  
 PURSUANT TO KRS 5011.010  
 BY: [Signature]  
 SECRETARY OF THE COMMISSION



For All Territory Served

P.S.C. KY No. \_\_\_\_\_

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- B. Pays one-third (1/3) of his/her outstanding bill or two hundred dollars (\$200), whichever is less; and
- C. Agrees to a repayment schedule which would permit the consumer to become current in the payment of his/her electric bill as soon as possible but no later than October 15. However, if, at the time of application for reconnection, the consumer has an outstanding bill in excess of six hundred dollars (\$600) and agrees to a repayment plan that would pay current charges and makes a good faith reduction in the outstanding bill consistent with his/her ability to pay, then such plan shall be accepted. In addition to payment of current charges, repayment schedules shall provide an option to the consumer to select either one (1) payment of arrearages per month or more than one (1) payment of arrearages per month.
- D. The Cooperative shall not require a new deposit from a consumer whose service is reconnected due to subsection (A), (B), or (C) of this section.

2. Certificate of need for reconnection. Federal and statewide energy assistance programs are administered by the Kentucky Cabinet for Human Resources, Department for Social Insurance. A consumer who is eligible for energy assistance under the department's guidelines or is certified as being in genuine financial need, which is defined as any household with gross income at or below one hundred and thirty percent (130%) of the poverty level, may obtain a certificate of need from the department to be used in obtaining a service reconnection from the Cooperative.

===== PUBLIC UTILITY COMMISSION

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ISSUED BY Bob Duncan General Manager West Liberty, KY  
 name of officer title address

FEB 16 1999  
 PUBLIC UTILITY COMMISSION  
 BY Stewart  
 SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
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- 3. Weatherization program. Consumers obtaining a certificate of need under this regulation shall agree to accept referral to and utilize weatherization services which are administered by the Cabinet for Human Resources. The provision and acceptance of weatherization services is contingent on the availability of funds and other program guidelines. Weatherization services include, but are not limited to, weather-stripping, insulation and caulking.
- 4. Consumers who are current in their payment plans under subsection one 1 (C) of this section shall not be disconnected.

PROMPT CONNECTION OF SERVICE

Except as provided in the Winter Hardship Reconnection section of these Rules and Regulations, the Cooperative shall reconnect existing service within twenty-four (24) hours, and shall install and connect new service location within seventy-two (72) hours, when the cause for refusal or discontinuance of service has been corrected and the Cooperative's tariffed rules and Commission regulations have been met.

SPECIAL TEMPORARY SERVICE

Facilities that are temporary in nature such as for construction contractors, sawmills, oil wells, carnivals, etc., will be provided to consumers desiring such facilities, provided they pay an advance fee equal to the reasonable cost of providing and removing such facilities with normal charges.

RECONNECTION AND NAME CHANGE CHARGES

The Cooperative will make no service charge for connecting service

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name of officer title address

FEB 16 1999  
PURSUANT TO KRS 6011,  
BY Steve Reg  
SECRETARY OF THE COMMISSION

RULES AND REGULATIONS

RECONNECTION AND NAME CHANGE CHARGES

The cooperative will make no service charge for connecting service to the consumer's premises for the initial installation of service. There shall be a fee of seventeen dollars and forty cents (\$17.40) for each service connection and name change thereafter. If the consumer requests reconnection after regular working hours, the charge will be forty-eight dollars (\$48.00). ( T )( R )

RETURNED CHECKS AND INSUFFICIENT FUNDS

A service charge in the amount of ten dollars and sixty cents (\$10.60) shall be assessed if a check or other monetary instrument is accepted for payment is not honored by the consumer's financial institution. ( R )

The Cooperative will not accept checks from consumer's when any of the following criteria are met:


1. Two (2) dishonored checks within a six (6) month period.
2. Three (3) dishonored checks within a twelve-month period.
3. Four (4) dishonored checks within a twenty-four (24) month period.

TERMINATION OR FIELD COLLECTION CHARGE

The cooperative will make special non-recurring charges to recover consumer-specific costs incurred which would otherwise result in monetary loss to the Cooperative or increased rates to other consumers to whom no benefits accrue from the service provided or action taken. If a consumer fails to pay a delinquent bill by the delinquent notice's disconnect date or an agreed date on a signed payment plan, thus causing the Cooperative to make a trip to their premises, a twenty-four dollar (\$24.00) charge will be assessed. The charge may be assessed if the Cooperative's representative

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ISSUED BY:   
Kerry R. Howard  
General Manager/CEO

ISSUED BY AUTHORITY OF AN ORDER OF  
THE PUBLIC SERVICE COMMISSION OF KENTUCKY  
IN CASE NO. 2020-00338 DATED MAY 10, 2021.

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

EFFECTIVE <b>5/12/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RULES AND REGULATIONS

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actually terminates service or if, in the course of the trip, the consumer pays the delinquent bill to avoid termination. The charge may also be made if the Cooperative's representative agrees to delay termination based on the consumer'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. If service is disconnected for non-payment, an additional charge of seventeen dollars and forty cents (\$17.40) will be made (T)(R) for reconnecting service due and payable at time of such of such reconnection. If the consumer requests reconnection after regular working hours, the additional charge will be forty-eight dollars (\$48.00). Any consumer qualifying for Winter Hardship Reconnection will be exempt from the reconnect fee.

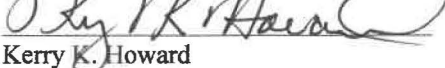
COOPERATIVE RELATIONS

The Cooperative shall post and maintain regular business hours and provide representative available to assist its consumers.

1. Available telephone numbers. The Cooperative shall maintain a local telephone number and a toll-free telephone number, shall publish the telephone number in all service areas, and shall permit all consumers to contact the Cooperative's designated representative without charge.
2. Designated representatives. The Cooperative shall designate to answer consumer questions, resolve disputes and negotiate partial payment plans at the Cooperatives' office. The designated representative shall be knowledgeable of the Commission's regulations regarding consumer bills and service and shall be authorized to negotiate and accept partial payment plans.
3. Display of consumer rights. The Cooperative shall prominently

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ISSUED BY:   
Kerry K. Howard  
General Manager/CEO

ISSUED BY AUTHORITY OF AN ORDER OF  
PUBLIC SERVICE COMMISSION OF KENTUCKY  
IN CASE NO. 2020-00338 DATED MAY 10, 2021.

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

<b>EFFECTIVE 5/12/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
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display in each office in which payment is received a summary, to be prepared and provided by the Commission, of the consumer's rights under this section and The Winter Hardship section of this regulation. If a consumer indicates to any Cooperative personnel that he/she is experiencing difficulty in paying a current electric bill, that employee shall refer the consumer to the designated representative for explanation of the consumer's rights.

- 4. Cooperative personnel training. The Chief Operation Officer of the Cooperative shall be required to certify each year, the training of Cooperative personnel assigned to counsel persons presenting themselves for service under the provisions of this section. Training is hereby defined as an annual review of Commission regulations and policies regarding winter hardship and disconnect regulations, Cabinet for Human Resources policy and programs for issuing certificates of need, and the Cooperative's policies regarding collection, arrears repayment plans, budget billing procedures, and weather/health disconnect policies. Certification is defined as written notice to the Commission by no later than October 31 of each year identifying the personnel trained, the date training occurred, and that the training met the requirements of this section.

PARTIAL PAYMENT PLAN

The Cooperative shall negotiate and accept reasonable partial payment plans at the request of residential consumers who have received a termination notice for failure to pay as provided in the Discontinuance and Refusal of Service by the Cooperative section, except that the Cooperative is not required to negotiate a partial payment plan with a consumer who is delinquent under a previous partial payment plan. Partial payment plans shall be mutually

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 5011  
 BY: Stephanie  
 SECRETARY OF THE COMMISSION

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Licking Valley Rural Electric  
Cooperative Corporation

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agreed upon and subject to the conditions in this section. Partial payment plans shall be in writing and shall advise consumers that service will be terminated without additional notice if the consumer fails to meet the obligations of the plan.

PARTIAL PAYMENT PLANS FOR CONSUMERS WITH MEDICAL CERTIFICATES OR CERTIFICATES OF NEED

For consumers presenting certificates under the provisions of thirty (30) day extension or Winter Hardship Reconnection of this regulation, the Cooperative shall negotiate partial payment plans based upon the consumer's ability to pay, requiring accounts to become current not later than the following October 15. Such plans may include, but are not limited to, budget payment plans and plans that defer payment of a portion of the arrearage until after the end of the heating season through a schedule of unequal payments.

CONSUMER COMPLAINTS

Upon complaint to the Cooperative by a consumer at the Cooperatives office, by telephone or in writing, the Cooperative shall make a prompt and complete investigation and advise the complainant of its findings. The Cooperative shall keep a record of all written complaints concerning its service. This record shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition of the complaint. Records shall be maintained for two (2) years from the date of resolution of the complaint. If a written complaint or a complaint made in person at the Cooperative's office is not resolved, the Cooperative shall provide written notice to the complainant of his/her right to file a complaint with the Commission, and shall provide him with the address and telephone number of the Commission. If a telephonic complaint is not resolved, the Cooperative shall provide at least oral notice to the complainant

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ISSUED BY Bar Duncan General Manager West Liberty, KY  
name of officer title address

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FEB 16 1999  
PURSUANT TO KRS 260.017  
BY: [Signature]  
SECRETARY OF THE COMMISSION

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of his/her right to file a complaint with the Commission and the address and telephone number of the Commission.

With respect to any billing dispute to which section "Monitoring Usage - Annual Meter Readings" of this regulation does not apply, consumer accounts shall be considered to be current while the dispute is pending as long as a consumer continues to make undisputed payments and stays current on subsequent bills.

METER READING

Each consumer receiving service will read his/her meter by the twentieth (20th) of each month and report such to Cooperative no later than the ninth (9th) of the following month. Failure to report a valid reading will result in an estimated bill. In the event that the consumer fails to read the meter as outlined and fails to notify the Cooperative office for three successive months on a timely basis, the Cooperative will read said meter and bill the consumer twenty four dollars (\$24.00) for this service.

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READING OF DEMAND METERS

Cooperative employees read the demand meters as close as possible to the twentieth (20th) of each month. Bills for that period are mailed by the twentieth (20th) of the following month. All other conditions of payment are specified under the billing section of these rules and regulations.

MONITORING USAGE - ANNUAL METER READINGS

Each consumer's meter will be read annually to monitor usage. Any unusual deviation that does not comply with existing records will result in the meter being read a second time to ascertain that the Cooperative meter reading is correct. Immediately after the second

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name of officer title address

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OFFICE  
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PURSUANT TO KRS 260.011  
BY: \_\_\_\_\_  
SECRETARY OF THE COMMISSION



For All Territory Served

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Licking Valley Rural Electric  
Cooperative Corporation

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meter reading is obtained, if a discrepancy still exists the consumer shall be notified of the reason for the investigation and of the findings of such. If the consumer is not satisfied with the findings, an energy audit will be conducted to determine what the consumption should have been based on national averages, number of people in household and available appliances. If knowledge of a serious situation requires more expeditious notice, the Cooperative shall notify the consumer by the most expedient means available. If a consumer's usage is unduly high and the deviation is not otherwise explained, the Cooperative shall test the consumer's meter to determine whether the meter shows an average error greater than two percent (2%) fast or slow. In addition to the annual monitoring, the Cooperative will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or consumer inquiry. If, due to reasons beyond the Cooperative's control, they are unable to read a meter, the date and time the attempt was made, if applicable, and the reason the Cooperative was unable to read the meter shall be noted.

Consumer accounts shall be considered to be current while a dispute is pending pursuant to this section, as long as a consumer continues to make payments for the disputed period in accordance with historic usage, or if that data is not available, the average usage of similar consumer loads, and stays current on subsequent bills.

METER TESTING

- 1. The Cooperative shall provide meter standards and test facilities, as more specifically set out under 807 KAR 5:022, 807 KAR 5:041 and 807 KAR 5:066. Before being installed for use by any consumer, all electric meters shall be tested and in good working order and shall be adjusted as close to the

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OFFICE OF THE SECRETARY  
1999  
FEB 16 1999  
BY Shirley L. Hill  
SECRETARY OF THE COMMISSION



For All Territory Served

P.S.C. KY No. \_\_\_\_\_

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optimum operating tolerance as possible, as more specifically set out in 807 KAR 5:022, Section 8 (3)(a), 807 KAR 5:041, Section 17(1)(a)-(c) and 807 KAR 5:066, Section 15(2)(a)-(b).

- 2. The Cooperative may have all or part of its testing of meters performed by another utility or agency approved by the Commission for that purpose. The Cooperative shall notify the Commission of those arrangements in detail to include make, type and serial number of standards used to make the checks or tests.
- 3. The Cooperative shall not place in service any basic measurement standard required by these rules unless the calibration has been approved by the Commission. All utilities or agencies making tests or checks for Cooperative purposes shall notify the Commission promptly of the adoption or deletion of any basic standards requiring Commission approval of the calibration.
- 4. The Cooperative and any agency doing meter testing for the Cooperative shall have in its employ meter testers certified by the Commission. These certified meter testers shall perform tests as necessary to determine the accuracy of the Cooperative's meters and to adjust the Cooperative's meters to the degree of accuracy required by Commission regulations.
- 5. The Cooperative shall submit the names of applicants for meter tester on the Commission's form entitled "Application for Appointment of Meter Testers," and after compliance with the requirements noted in this form, the applicant may be certified as a meter tester and furnished with a card authorizing him to perform meter tests. This form may be obtained at the Commission's offices at 730 Schenkel Lane,

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ISSUED BY Bar Deacon General Manager West Liberty, KY  
name of officer title address

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 RECEIVED  
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 BY: Shirley A. Hall  
 SECRETARY OF THE COMMISSION

For All Territory Served

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Frankfort, Kentucky, on Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. local time.

- 6. The Cooperative may employ apprentices in training for certification as meter testers. The apprentice period shall be a minimum of six (6) months, after which the meter tester apprentice shall comply with subsection five (5) of this section. All tests performed during this period by an apprentice shall be witnessed by a certified meter tester.

METER TEST RECORDS

- 1. Test records.
  - A. A complete record of all meter tests, adjustments and data sufficient to allow checking of test calculations shall be recorded by the meter tester. Such record shall include: information to identify the unit and its location; date of tests; reason for such tests; readings before and after test; statement of "as found" and "as left" accuracies sufficiently complete to permit checking of calculations employed; notations showing that all required checks have been made; statement of repairs made, if any; identifying number of the meter; type and capacity of the meter; and the meter constant.
  - B. The complete record of tests of each meter shall be continuous for at least two (2) periodic test periods and shall in no case be less than two (2) years.
- 2. Historical records. The Cooperative shall keep numerically arranged and properly classified records for each meter owned, used and inventoried by the Cooperative. The identification number, date of purchase, name of manufacturer, serial number,

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ISSUED BY	<u>Barbara Duncan</u>	General Manager	West Liberty, KY
	name of officer	title	address

REGISTRATION  
OF  
FEB 16 1999  
BY  
WEST LIBERTY, KY

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

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type, rating, name and account number of each consumer on whose premises the meter has been in service with date of installation and removal shall be included in the records. These records shall also contain condensed information concerning all tests and adjustments including dates and general results of such adjustments. The records shall reflect the date of the last test and indicate the proper date for the next periodic test required by the applicable Commission regulation.

- 3. Sealing of meters. Upon completion of adjustment and test of any meter pursuant to Commission regulations, the Cooperative shall affix to the meter a suitable seal in such a manner that adjustments or registration of the meter cannot be altered without breaking the seal.
- 4. The Cooperative will store any or all of the meter test and historical data described or required in subsections one (1) and two (2) of this section in a computer storage and retrieval system. A back-up copy of the identical information shall be retained by the Cooperative's data processor.

REQUEST TESTS

- 1. The Cooperative shall make a test of any meter upon written request of any consumer if the request is not made more frequently than once each twelve (12) months. The consumer shall be given the opportunity to be present at the request tests. If the tests show that the meter was not more than two percent (2%) fast, the Cooperative will charge a twenty four dollar (\$24.00) meter test fee.
- 2. After having first obtained a test from the Cooperative, any consumer of the Cooperative may request a meter test by the

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ISSUED BY Butt Duncan General Manager West Liberty, KY  
name of officer title address

FEB 16 1999  
 PURSUANT TO THE PROVISIONS OF  
 KRS 190.010  
 BY: [Signature]  
 SUPERVISOR OF ELECTRICITY

FOR All Territory Served

PSC KY NO. \_\_\_\_\_

LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION

Third Revised Sheet No. 28

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Second Revised Sheet No. 28

RULES AND REGULATION

Commission upon written application. Such request shall not be made more frequently on one (1) meter than once each twelve (12) months.

SECURITY LIGHTS

The Cooperative will install a security light free of installation charge to all property owner's requesting such service on or near the Cooperative's lines *if KVA is already there*. Any renter or tenant requesting such installation will be required to pay the equivalent of one (1) year's annual charges in advance, due to their temporary nature. The monthly charges shall be deducted from such advance payment until the credit is depleted, at which time the consumer will pay for monthly charges as incurred. In the event that such temporary consumer has the security light disconnected before one (1) year has elapsed, any remaining credit shall be forfeited to the Cooperative.

VOLTAGE AND FREQUENCY

The Cooperative's standard nominal voltage for the entire distribution system is as follows:

**Standard Nominal Voltages**

- 120/240
- 120/208
- 240/480
- 277/480

FAILURE OF METER TO REGISTER

In the event a consumer's meter should fail to register, the consumer shall be billed from the date of such failure at the average consumption of the

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DATE EFFECTIVE July 22, 2019  
month day year

ISSUED BY *Gwen R. Pinson*  
SIGNATURE OF OFFICER

TITLE General Manager/CEO

ISSUED BY AUTHORITY OF AN ORDER OF  
THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN  
CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director
<i>Gwen R. Pinson</i>
<b>EFFECTIVE 7/22/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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FOR All Territory Served

PSC KY NO. 034

LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION

Third Revised Sheet No. 28.1

Cancelling P.S.C. No.

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consumer based on the twelve (12) month period immediately preceding the failure, or some other equitable basis.

CONSUMER EQUIPMENT

Point of Delivery - The point of delivery is the point as designated by the Cooperative on consumer's premises where current is to be delivered to building or premises; namely the point of attachment shall be the meter. A consumer requesting a delivery point different from the one designated by the Cooperative will be required to pay the additional cost of

DATE OF ISSUE June 21, 2019

month day year

DATE EFFECTIVE July 22, 2019

month day year

ISSUED BY

*D. R. H. H. H.*

SIGNATURE OF OFFICER

TITLE General Manager/CEO

ISSUED BY AUTHORITY OF AN ORDER OF  
THE PUBLIC SERVICE COMMISSION OF KENTUCKY IN  
CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

EFFECTIVE

**7/22/2019**

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

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providing the service at such delivery point. All wiring and equipment beyond this point of delivery shall be supplied and maintained by the consumer.

CONSUMER'S WIRING STANDARDS

All wiring of consumer's building and premises must conform to distributor requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electric Code.

RESALE OF POWER BY CONSUMERS

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

RELOCATION OF LINES

The Cooperative will cooperate with all political subdivisions in the construction, improvement or rehabilitation of public streets and highways. It is expected that these political subdivisions will give reasonable notice to permit the Cooperative to relocate its lines to permit the necessary road construction. If the Cooperative's poles, anchors, and other appurtenances are located within the confines of the public right-of-way, the Cooperative shall make the necessary relocation at its own expense. If the Cooperative's poles, anchors or other facilities are located on private property, the political subdivision then shall agree to reimburse the Cooperative. Upon request by consumer-property owner, where facilities are to be relocated, relocation will be considered, provided adequate right-of-way can be obtained for

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name of officer title address

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OF 1999  
FEB 16 1999  
PURSuant to KY 5011,  
BY: Steve C. Ball  
SEALED

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 30

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 30

RULES AND REGULATIONS

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the relocation requested. The consumer-owner will be required to pay the cost of materials necessary to make the requested changes unless one or more of the following conditions are met:

1. The relocation is made for the convenience of the Cooperative.
2. The relocation will result in a substantial improvement in the Cooperative's facilities or their location.
3. That the relocation is associated with other regularly scheduled conversion or construction work and can be done at the same time.
4. Per consumer-owner request when right-of-way is provided. In such instance consumer-owner will be required to pay for making requested changes.

DISTRIBUTION LINE EXTENSIONS TO MOBILE HOMES

1. All extension of up to one hundred fifty (150) feet from the nearest facility shall be made without charge.
2. Extensions greater than one hundred fifty (150) feet from the nearest facility and up to three hundred (300) feet shall be made provided the consumer shall pay the Cooperative a consumer 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.
3. For extensions greater than three hundred (300) feet the Cooperative may charge an advance equal to the reasonable

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Butt Duncan General Manager West Liberty, KY  
name of officer title address

RECEIVED BY COMMISSION  
FEB 16 1999  
PUBS... 5011.  
BY...

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 31

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 31

RULES AND REGULATIONS

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costs incurred by it for that portion of the service beyond three hundred (300) feet plus fifty dollars (\$50.00).

- 4. This advance shall be refunded to the consumer over a four (4) year period in equal amounts for each year the service is continued.
- 5. 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.
- 6. No refunds shall be made to any consumer who did not make an advance payment originally.
- 7. Extensions made under three (3) and four (4) above shall be made on an "Estimated Average Cost" per foot of line. This cost will be based on the most recent data available.
- 8. All mobile homes will be required to pay a two-twelfths (2/12) consumer deposit unless exempted in the deposit section these rules and regulations.

DISTRIBUTION LINE EXTENSION

1. Normal Extensions:

An extension of one thousand (1,000) feet or less shall be made by the Cooperative to its existing distribution line without charge for a prospective consumer who shall apply for and contract to use the service for one (1) year or more and provides guarantee for such service. The "service drop" to the point of attachment from the distribution line at the

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
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ISSUED BY Butt Duncan General Manager West Liberty, KY  
name of officer title address

FEB 17 1999  
PURCHASED BY THE STATE OF KY  
BY \_\_\_\_\_  
STATE OF KY



For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 32

Cancelling P.S.C. KY No. \_\_\_\_\_

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RULES AND REGULATIONS

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last pole shall not be included in the foregoing measurements.

2. Other Extensions:

A. When an extension of the Cooperative's line to service an applicant or group of applicants amounts to more than one thousand (1,000) feet per consumer, the Cooperative, may if not inconsistent with its filed tariff, require the total cost of the excessive footage over one thousand (1,000) feet per consumer to be deposited with the Cooperative by the applicants based on the average estimated cost per foot of the total extension.

B. Each consumer receiving service under such extension 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 consumer or consumers who paid for the excessive footage the cost of one thousand (1,000) feet of the extension in place for each additional consumer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom. In no case shall the total amount refunded exceed the amount paid the Cooperative. After the end of the refund period, no refund will be required to be made .

C. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year for a period of not less than ten (10) years the Cooperative shall refund

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Ben Linton General Manager West Liberty, KY  
name of officer title address

REGISTRATION  
FEB 16 1999  
5011  
BY: [Signature]  
SECRETARY OF THE BOARD

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 33

Cancelling P.S.C. KY No. \_\_\_\_\_

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RULES AND REGULATIONS

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to the applicant who paid for the extension a sum equivalent to the cost of one thousand (1,000) feet of the extension installed for each additional consumer connected during the year, but in no case shall the total amount refunded exceed the amount paid to the Cooperative. After the end of the refund period from the completion of the extension, no refund will be required to be made.

- D. Nothing contained herein shall be constructed as to prohibit the Cooperative from making extensions under different arrangements provided such arrangements have been approved by the Commission.
- E. Nothing herein shall be constructed as to prohibit the Cooperative from making at its expense greater extensions than herein prescribed, should its judgement so dictate, provided like free extensions are made to other consumers under similar conditions.
- F. Upon complaint to and investigation by the Commission, the Cooperative may be required to construct extensions greater than one thousand (1,000) feet upon a finding by the Commission that such extension is reasonable.
- G. If, after an extension has been constructed and paid for by one (1) consumer and at least three (3) additional consumers whose service line is directly or indirectly connected to said original extension, apply and receive service, all extension monies shall be refunded to all consumers required to pay such. In no case shall the total amount refunded exceed the amount paid the Cooperative.

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Barbara Dorman General Manager West Liberty, KY  
name of officer title address

PUBLIC SERVICE COMMISSION  
 FEB 16 1999  
 BY S. J. [Signature]  
 SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

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First Revised Sheet No. 34

RULES AND REGULATIONS

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ELECTRIC UNDERGROUND EXTENSIONS

1. Purpose of Policy

The purpose of this policy is to formulate the Cooperative's requirements for underground electrical service, the application of which will insure adequate service and safety to all persons engaged in the construction, maintenance, operation or use of underground facilities and to the public in general.

2. Applicability

This policy shall apply to all underground electrical supply facilities used in connection with electric service distribution in new residential subdivisions after the effective date of this policy.

3. The following words and terms, when used in this policy have the meaning indicated:

Applicant- the developer, builder or other person, partnership, association, corporation or governmental agency applying for the installation of an underground electrical distribution system.

Building- a structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for less than five (5) family occupancy.

Multiple-Occupancy Building- a structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed to contain five (5) or more individual dwelling units.

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
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ISSUED BY Bob Duncan General Manager West Liberty, 990KY  
name of officer title address

PUBLIC SERVICE COMMISSION  
PUNSU... 5011,  
BY \_\_\_\_\_

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

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Distribution- electric service facilities consisting of primary and secondary conductors, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

Subdivision- the tract of land which is divided into ten (10) or more lots for construction of new residential buildings, or the land on which is constructed two (2) or more new multiple-occupancy buildings.

Trenching and Backfilling- opening and preparing the ditch for the installation of conductors, including placing of raceways under roadways, driveways, or paved areas, providing a sand bedding below and above conductors when required and backfill of trench to ground level.

4. Right(s)-of-Way and Easements

A. The Cooperative shall construct, own, operate, and maintain distribution lines only along easements, public streets, roads, and highways which are by legal right accessible to the Cooperative's equipment and which the Cooperative has the legal right to occupy and on the public lands and private property across which right(s)-of-way and easements are satisfactory to the Cooperative.

B. Obtaining easements and right(s)-of-way necessary to extend service shall be the responsibility of the Cooperative. The Cooperative shall not require a prospective consumer to obtain easements or right(s)-of-way on property not owned by the prospective consumer as a condition for providing service. The consumer, if applicable shall be required to make the

PUBLIC SERVICE COMMISSION  
COMMONWEALTH OF KY  
CINCINNATI, OHIO

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month day year month day year

ISSUED BY B. Duncan General Manager West Liberty, KY  
name of officer title address

BY: \_\_\_\_\_  
SECRETARY OF THE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

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good faith advance payment of the line extension costs before further right(s)-of-way acquisition costs are incurred. This will insure that the consumer is sincere in seeking service and unnecessary costs will not be incurred. The cost of obtaining easements shall be apportioned among the Cooperative and consumer in accordance with the applicable extension regulation.

- C. Right(s)-of-way easements suitable to the Cooperative for the underground distribution facilities must be furnished by the applicant in reasonable time to meet service requirements. The Applicant shall make the area in which the underground distribution facilities are to be located accessible to the Cooperative's equipment, remove all obstructions from such area, stake to show property lines and final grade, perform rough grading to a reasonable approximation of final grade, and maintain clearing and grading during construction by the Cooperative. Suitable land rights shall be granted to the Cooperative obligating the applicant and subsequent property owners to provide continuing access to the Cooperative for operation, maintenance or replacement of its facilities, and to prevent any encroachment in the Cooperative's easement or substantial changes in grade or elevation thereof.

5. Installation of Underground Distribution System Within New 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

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Burt Duncan General Manager West Liberty, KY  
name of officer title address

LOUISIANA ELECTRIC CORPORATION  
 FEB 16 1999  
 PURSUANT TO ORDER NO. 2011,  
 2004-0111  
 BY: \_\_\_\_\_  
 SECRETARY OF STATE

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

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Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 37

RULES AND REGULATIONS

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will receive safe and adequate electric service for the foreseeable future.

- B. All single-phase conductors installed by the Cooperative shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment and meter cabinets may be placed above ground.
- C. Multi-phase primary mains or feeders required within a subdivision to supply local distribution or to serve individual multi-phase loads may be overhead unless underground is required by governmental authority or chosen by the Applicant, in either of which case the differential cost of underground shall be borne by the Applicant .
- D. If the Applicant has complied with the requirements herein and has given the Cooperative not less than one hundred twenty (120) days written notice prior to the anticipated date of completion (i.e., ready for occupancy) of the first building in the subdivision, the Cooperative shall complete the installation thirty (30) days prior to the estimated date. (Subject to weather and ground conditions and availability of materials and barring extraordinary or emergency circumstances beyond the reasonable control of the Cooperative). However, nothing in this policy shall be interpreted to require the Cooperative to extend service to portions of the subdivisions not under active development.
- E. A non-refundable payment shall be made by the Applicant equal to the difference between the cost of providing

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
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ISSUED BY Bar Penman General Manager West Liberty, KY  
name of officer title address

PUBLIC SERVICE COMMISSION  
 FEB 16 1999  
 BY \_\_\_\_\_  
 SUPERVISOR

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

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Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 38

RULES AND REGULATIONS

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underground facilities and that of providing overhead facilities. The payment to be made by the Applicant shall be determined from the total footage of single-phase primary, secondary, and service conductor to be installed at an average per foot cost differential in accordance with the Average Cost Differential filed herewith as Exhibit A., which Average Cost Differential shall be updated annually as required by order date February 02, 1973, of the Public Service Commission of Kentucky in Administrative Case No. 146. (Three (3) wire secondary and service conductor runs shall be considered as one conductor, i.e. triplex). The average cost differential per foot, as stated, is representative of construction if soil is free of rock, shale, or other impairments which increase cost of construction. Where rock, shale or other impairments are anticipated or encountered in construction the actual increased cost of trenching and backfilling shall be borne by the Applicant.

- F. The Applicant may be required to deposit the entire cost of the extension. If this is done, the amount deposited in excess of the normal charge for the underground extensions, as provided in paragraph five (5), above, shall be refunded to the Applicant over a ten (10) year period as provided in 807 KAR 5:041, Section 11.
- G. The Applicant may be required to perform all necessary trenching and backfilling in accordance with the Cooperative's specifications. The Cooperative shall then credit the Applicant's cost in an amount equal to the Cooperative's normal cost for trenching and backfilling.

PUBLIC SERVICE COMMISSION

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Bill Duncan General Manager West Liberty, KY  
name of officer title address

BY [Signature]  
SECRETARY

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

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RULES AND REGULATIONS

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- H. The Cooperative shall furnish, install, and maintain the service lateral to the Applicant's meter base, which normally will be at the corner of the building nearest to the point to be served.
- I. Plans for the location of all facilities to be installed be approved by the Cooperative and the Applicant prior to construction. Alterations in plans by the Applicant which require additional cost of installation or consideration shall be at the sole expense of the Applicant.
- J. The Cooperative shall not be obligated to install any facility within a subdivision until satisfactory arrangements for the payment of charges have been completed by the Applicant.
- K. The charges specified in these rules are based on the premise that each applicant will cooperate with the Cooperative in an effort to keep the cost of construction and installation of the underground electric distribution system as low as possible and make satisfactory arrangements for the payment of the above charges prior to the installation of the facilities.
- L. All electrical facilities shall be installed and constructed to comply with the rules and regulations of the Kentucky Public Service Commission, National Electric Safety Code, Cooperative Specification, or rules and regulations which may be applicable.
- M. Service pedestals and method of installation shall be approved by the Cooperative prior to installation.

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
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ISSUED BY Bar Duncan General Manager West Liberty, KY  
name of officer title address

PUBLIC SERVICE COMMISSION  
 KY  
 FEB 16 1999  
 BY \_\_\_\_\_



For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

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First Revised Sheet No. 40

RULES AND REGULATIONS

N. In unusual circumstances, when the application of these rules appears impracticable or unjust to either party, or discriminatory to other consumers, the Cooperative or Applicant shall refer the matter to the Commission for a special ruling or for the approval of special conditions which may be mutually agreed upon, prior to commencing construction.

POLE IDENTIFICATION

1. The Cooperative shall mark every pole or structure located within its' distribution system with initials or other distinguishing mark by which the owner of every such structure can be readily determined.
2. The Cooperative is in the process of numbering each pole and structure located within its' distribution system. This numbering system will include a visible number on the pole or structure and maintaining this information in a data base implemented by the Cooperative's mapping system.

CABLE TELEVISION POLE ATTACHMENTS AND CONDUIT USE

1. The Cooperative shall permit cable television system operators who have all necessary licenses and permits to attach cables to poles and to use facilities, as consumers, for transmission of signals to their patrons.
2. The tariffs of the Cooperative shall set forth the rates, terms and conditions under which the Cooperative's facilities may be used.
3. With respect to a complaint before the Commission in any individual matter concerning cable television pole

DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
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ISSUED BY Bob Jensen General Manager West Liberty, KY  
name of officer title address

PUBLIC UTILITIES COMMISSION  
OFFICE OF THE SECRETARY  
100 EAST MAIN STREET  
COLUMBUS, KY 40002-0001  
BY: \_\_\_\_\_

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

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Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 41

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attachments final action shall be taken on the matter within a reasonable time, but no later than three hundred and sixty 360 days after filing of the complaint.

SYSTEM MAPS AND RECORDS

1. The Cooperative shall have on file at its principal office located within the state and shall file upon request with the Commission a map or maps of suitable scale of the general territory it serves or holds itself ready to serve showing the pertinent information.
2. In each division office there shall be available information relative to the Cooperative's system that will enable the local representative to furnish necessary information regarding the rendering of service to existing and prospective consumers.
3. In lieu of showing the above pertinent information on maps, a card record or other suitable means may be used. For all construction the records shall also show the date of construction by month and year.

LOCATION OF RECORDS

All records required by Commission regulations shall be kept in the office of the Cooperative and shall be made available to representatives, agents or staff of the Commission upon reasonable notice at all reasonable hours.

SAFETY PROGRAM

The Cooperative has adopted and is executing a safety program, appropriate to the size and type of its operations. At a

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Burt Duncan General Manager West Liberty, 1999 KY  
name of officer title address

PUBLIC SERVICE COMMISSION  
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 FEB 16 1999  
 BY \_\_\_\_\_  
 PURSUANT TO KRS 5011.020(1)

For All Territory Served

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Licking Valley Rural Electric  
Cooperative Corporation

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Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 42

RULES AND REGULATIONS

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minimum, the safety program shall:

1. Establish a safety manual with written guidelines for safe working practices and procedures to be followed by Cooperative employees.
2. Instruct employees in safe methods of performing their work.
3. Instruct employees who, in the course of their work, are subject to the hazard of electrical shock, asphyxiation or drowning, in accepted methods of artificial respiration.

INSPECTION OF SYSTEMS

1. The Cooperative shall adopt inspection procedures to assure safe and adequate operation of its facilities and compliance with Commission rules and regulations. These procedures shall be filed with the Commission for review.
2. Upon receipt of a report of a potentially hazardous condition at any Cooperative facility made by a qualified employee, public official, or consumer, the Cooperative shall inspect all portions of the system which are the subject of the report.
3. Appropriate records shall be kept by the Cooperative to identify the inspection made, deficiencies found and action taken to correct the deficiencies.
4. Cooperative inspection. The Cooperative shall make systematic inspections of its system in the manner set out below to insure that the Commission's safety requirements are being met. These inspections shall be made as often as

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Burt Duncan General Manager West Liberty, KY  
name of officer title address

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FEB 16 1999  
BY: \_\_\_\_\_  
STATE OF KY  
PUBLIC SERVICE COMMISSION

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 43

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 43

RULES AND REGULATIONS

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necessary but not less frequently than is set forth below for various classes of facilities and types of inspection.

- A. At intervals not to exceed six (6) months, the Cooperative shall inspect underground network transformers and network protectors in vaults located in buildings or under sidewalks, for leaks, condition of case, connections, temperature and overloading.
- B. At intervals not to exceed two (2) years, the Cooperative shall inspect electric lines operating at voltages of less than sixty-nine (69) KV, including insulators, conductors and supporting facilities.
- C. The Cooperative shall inspect other facilities as follows:
  - 1. Cooperative buildings shall be inspected for compliance with safety codes at least annually.
  - 2. Construction equipment shall be inspected for defects, wear and operational hazards at least quarterly.
- D. Aerial inspections shall not be used as the sole basis for evidence of compliance with Commission regulations.

REPORTING OF ACCIDENTS, PROPERTY DAMAGE OR LOSS OF SERVICE

1. Within two (2) hours following discovery the Cooperative shall notify the Commission by telephone or electronic mail of any Cooperative related accident which results in:

- A. Death, shock or burn requiring medical treatment at a

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY Bruce Duncan General Manager West Liberty, KY  
name of officer title address

RECEIVED  
FEB 18 1999  
BY \_\_\_\_\_

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

Licking Valley Rural Electric  
Cooperative Corporation

Second Revised Sheet No. 44

Cancelling P.S.C. KY No. \_\_\_\_\_

First Revised Sheet No. 44

RULES AND REGULATIONS

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hospital or similar medical facility, or any accident  
requiring in-patient overnight hospitalization;

- B. Actual or potential property damage of twenty five thousand dollars (\$25,000) or more; or
- C. Loss of service for four (4) or more hours to ten (10%) percent or five hundred (500) or more of the Cooperative's consumers, whichever is less.

2. A summary written report shall be submitted by the Cooperative to the Commission within seven (7) calendar days of the Cooperative related accident.

PUBLIC SERVICE COMMISSION  
COMMONWEALTH OF KY  
200 N. 2ND ST.  
FRANKFORT, KY 40621

FEB 16 1999

PUBLIC SERVICE COMMISSION  
COMMONWEALTH OF KY  
200 N. 2ND ST.  
FRANKFORT, KY 40621

BY [Signature]  
[Title]

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DATE OF ISSUE February 16, 1999 DATE EFFECTIVE February 16, 1999  
month day year month day year

ISSUED BY [Signature] General Manager West Liberty, KY  
name of officer title address

Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served

P.S.C. KY No. \_\_\_\_\_

2<sup>nd</sup> Revised Sheet No. 49

Cancelling 1<sup>st</sup> Revised Sheet No. 49

RULES AND REGULATIONS

EXHIBIT A

AVERAGE UNDERGROUND COST DIFFERENTIAL

	<u>Primary</u>	<u>Secondary</u>	
• Average cost of Single Phase Underground per foot	\$21.76	\$14.53	(I)
• Average cost of Single Phase Overhead per foot	\$ 5.79	\$14.33	(I)
• Average cost Differential per foot	\$15.97	\$ .20	(I)(R)
• <b>NOTE:</b> Does not include Rock Clause			

TYPICAL ROCK CLAUSE

An additional thirty dollars (\$30.00) per linear trench foot shall be charged where extremely rocky conditions are encountered, such conditions being defined as limestone or other hard stratified material in a continuous volume of at least one cubic yard or more cannot be removed using ordinary excavation equipment.

NOTE: The thirty dollars (\$30.00) per linear trench foot figured is used as an example only and will be increased or decreased according to the current prices supplied by contractors at the times the construction is to be performed.

DATE OF ISSUE: April 08, 2021

DATE EFFECTIVE May 07, 2021

ISSUED BY

  
Name of Officer

General Manag.  
Title



**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director

EFFECTIVE  
**5/7/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**RATES SCHEDULE NM—NET METERING**

**AVAILABILITY OF NET METERING SERVICE**

Net Metering is available to eligible member-generators in Licking Valley 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 Licking Valley 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, Licking Valley 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 Licking Valley RECC with a generating facility that:

- 1) Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2) Has a rated capacity of not greater than forty-five (45)kilowatts; (T)
- 3) Is located on the member’s premises;
- 4) Is owned and operated by the member;
- 5) Is connected in parallel with Licking Valley 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, Licking Valley RECC may provide Net Metering to other member- generators not meeting all the conditions listed above on a case-by-case basis.

**METERING**

Licking Valley 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 Licking Valley RECC’s Commission-

DATE OF ISSUE December 9, 2019 DATE EFFECTIVE: Service rendered on and after ~~KENTUCKY~~ **KENTUCKY 1, 2020**

ISSUED BY  TITLE General Manager/CEO **Owen R. Pinson**  
Executive Director

Issued by authority of an Order of the Public Service Commission of Kentu   
Case No. 2019-00440 Dated December 9, 2019

EFFECTIVE  
**1/6/2020**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Licking Valley Rural Electric  
Cooperative Corporation**

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

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ISSUED BY [Signature] TITLE General Manager/CEO  
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Case No. 2008-00169 Dated January 08, 2009

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By [Signature]  
**Executive Director**



**APPLICATION AND APPROVAL PROCESS**

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

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

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

Members may contact Licking Valley 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 Licking Valley 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).

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

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

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


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

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

If the Application is denied, Licking Valley 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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Executive Director

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

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

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

If the Application lacks complete information, Licking Valley 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 Licking Valley 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 Licking Valley 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 Licking Valley RECC for Level 1 Applications.

Licking Valley RECC requires each Member to submit with each Level 2 Application a non-refundable application, inspection and processing fee of \$100.00 for Level 2 Applications. In the event Licking Valley 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. Licking Valley 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 Licking Valley RECC's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- 1) Licking Valley 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 Licking Valley 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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ISSUED BY *Ray R. Hagan* TITLE General Manager/CEO

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By *J. D. Brown*  
Executive Director



**Licking Valley Rural Electric  
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of the generating facility in parallel with Licking Valley RECC's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Licking Valley 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) Licking Valley RECC's rules, regulations, and Service Regulations as contained in Licking Valley 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 Licking Valley RECC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Licking Valley 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 Licking Valley RECC's electric system. At all times when the generating facility is being operated in parallel with Licking Valley 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 Licking Valley RECC to any of its other members or to any electric system interconnected with Licking Valley RECC's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Licking Valley RECC's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

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ISSUED BY [Signature] TITLE General Manager/CEO

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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 Licking Valley 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 Licking Valley 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 Licking Valley RECC.
- 7) After initial installation, Licking Valley 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, Licking Valley 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 Licking Valley 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 Licking Valley 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 Licking Valley RECC personnel at all times. Licking Valley 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 Licking Valley RECC's safety and operating protocols.
- 9) Licking Valley RECC shall have the right and authority at [Name of Cooperative's] sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if [Name of

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Cooperative] believes that: (a) continued interconnection and parallel operation of the generating facility with Licking Valley RECC's electric system may create or contribute to a system emergency on either Licking Valley 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 Licking Valley RECC's electric system; or (c) the generating facility interferes with the operation of Licking Valley RECC's electric system. In non-emergency situations, Licking Valley 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 Licking Valley RECC is unable to immediately isolate or cause the Member to isolate only the generating facility, Licking Valley RECC may isolate the Member's entire facility.


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

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The liability of Licking Valley 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 Licking Valley 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 non-rejection, or by approval, or in any other way, Licking Valley 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 Licking Valley 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, Licking Valley 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, Licking Valley 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 Licking Valley RECC at least sixty (60) days' written notice; (b) Licking Valley 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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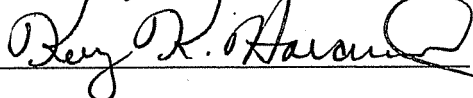
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least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Licking Valley RECC, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Licking Valley 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

**Licking Valley Rural Electric  
Cooperative Corporation**

Original Sheet No. 13

**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:

Cooperative name and address

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

Cooperative Phone #, email

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

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

Member PhoneNo.: \_\_\_\_\_ Member E-Mail Address: \_\_\_\_\_

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

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

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

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

Energy Source:  Solar  Wind  Hydro  Biogas  Biomass

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

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

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

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

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ISSUED BY Ray D. Hudson TITLE General Manager/CEO

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Original Sheet No. 14

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:**

- 1) Licking Valley 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 Licking Valley 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 Licking Valley 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 Licking Valley 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) Licking Valley RECC's rules, regulations, and Service Regulations as contained in Licking Valley 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 Licking Valley RECC's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Licking Valley 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 Licking Valley RECC's electric system. At all times when the generating facility is being operated in parallel with Licking Valley 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 Licking Valley RECC to any of its other members or to any electric system interconnected with Licking Valley 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, Licking Valley 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 Licking Valley 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 Licking Valley 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 Licking Valley RECC.
- 7) After initial installation, Licking Valley 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, Licking Valley 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 Licking Valley 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 Licking Valley 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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ISSUED BY  TITLE General Manager/CEO

Issued by authority of an Order of the Public Service Commission of Kentucky in  
Case No. 2008-00169 Dated January 08, 2009.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**  
EFFECTIVE  
7/15/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)  
By   
Executive Director

**Licking Valley Rural Electric  
Cooperative Corporation**

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 Licking Valley RECC personnel at all times. Licking Valley 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 Licking Valley RECC's safety and operating protocols.

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

DATE OF ISSUE January 08, 2009 DATE EFFECTIVE: Service rendered on and after July 15, 2008

ISSUED BY *[Signature]* TITLE General Manager/CEO

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Executive Director

**Licking Valley Rural Electric  
Cooperative Corporation**

11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Licking Valley 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 Licking Valley RECC except where such injury, death or damage was caused or contributed to by the fault or negligence of Licking Valley RECC or its employees, agents, representatives, or contractors.

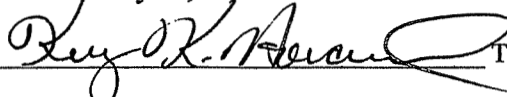
The liability of Licking Valley RECC to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

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 Licking Valley 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 non-rejection, or by approval, or in any other way, Licking Valley 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 Licking Valley 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, Licking Valley 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, Licking Valley RECC will notify the Member in writing and list what must be done to place the facility in compliance.

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By   
Executive Director



**Licking Valley Rural Electric  
Cooperative Corporation**

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

DATE OF ISSUE January 08, 2009 DATE EFFECTIVE: Service rendered on and after July 15, 2008

ISSUED BY [Signature] TITLE General Manager/CEO

Issued by authority of an Order of the Public Service Commission of Kentucky in  
Case No. 2008-00169 Dated January 08, 2009.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
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SECTION 9 (1)

By [Signature]  
Executive Director

**Licking Valley Rural Electric  
Cooperative Corporation**

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 Licking Valley 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:  Required  Waived

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

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

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

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

Additions, Changes, or Clarifications to Application Information:

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

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

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

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

DATE OF ISSUE January 08, 2009 DATE EFFECTIVE: Service rendered on and after July 15, 2008

ISSUED BY [Signature] TITLE General Manager/CEO  
7/15/2009  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission of K  
Case No. 2008-00169 Dated January 08, 2009.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY**  
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SECTION 9 (1)  
By [Signature]  
Executive Director

**Licking Valley Rural Electric  
Cooperative Corporation**

**LEVEL 2**

**Application For Interconnection And Net Metering**

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

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

Licking Valley RECC  
Post Office Box 605  
271 Main Street  
West Liberty Kentucky 41472

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

606-743-3179 or Kerry K. Howard @ kkhoward@lvrecc.com

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

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

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

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

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

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

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

Type of Generator:  Inverter-Based  Synchronous  Induction

Power Source:  Solar  Wind  Hydro  Biogas  Biomass

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

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ISSUED BY [Signature] TITLE General Manager/CEO **EFFECTIVE 7/15/2009**

Issued by authority of an Order of the Public Service Commission of Kentucky in **SECTION 9 (1)**  
Case No. 2008-00169 Dated January 08, 2009.

**PUBLIC SERVICE COMMISSION**  
**OF KENTUCKY**  
**EFFECTIVE 7/15/2009**  
**PURSUANT TO 807 KAR 5:011**  
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By [Signature]  
**Executive Director**

**Licking Valley Rural Electric  
Cooperative Corporation**

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 ( $X_d$ ,  $X'_d$ , &  $X''_d$ ).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

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

DATE OF ISSUE January 08, 2009 DATE EFFECTIVE: Service rendered on and after July 15, 2008

ISSUED BY [Signature] TITLE General Manager/CEO

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SECTION 9 (1)

By [Signature]  
Executive Director

**Licking Valley Rural Electric  
Cooperative Corporation**

**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) Licking Valley 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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ISSUED BY *Ray R. Haran* TITLE General Manager/CEO

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By *[Signature]*  
Executive Director



**Licking Valley Rural Electric  
Cooperative Corporation**

- 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 Licking Valley 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 Licking Valley 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 Licking Valley 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) Licking Valley RECC's rules, regulations, and Service Regulations as contained in Licking Valley 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, 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 Licking Valley RECC's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Licking Valley 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 Licking Valley RECC's electric system. At all times when the generating facility is being operated in parallel with Licking Valley 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 Licking Valley RECC to any

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ISSUED BY *Ray D. Hansen* TITLE General Manager/CEO

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By *J. D. Brown*  
Executive Director

**Licking Valley Rural Electric  
Cooperative Corporation**

of its other members or to any electric system interconnected with Licking Valley 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, Licking Valley 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 Licking Valley 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 Licking Valley 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 Licking Valley RECC.
- 7) After initial installation, Licking Valley 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, Licking Valley 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 Licking Valley 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 Licking Valley 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 Licking Valley RECC personnel at all times. Licking Valley RECC may waive the requirement for an EDS for a generating facility at its sole

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Executive Director

**Licking Valley Rural Electric  
Cooperative Corporation**

discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Licking Valley RECC's safety and operating protocols.


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

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By   
Executive Director



**Licking Valley Rural Electric  
Cooperative Corporation**

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

The liability of Licking Valley 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 Licking Valley 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 non-rejection, or by approval, or in any other way, Licking Valley 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 the Licking Valley 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, Licking Valley 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, Licking Valley 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.

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By [Signature]  
Executive Director

**Licking Valley Rural Electric  
Cooperative Corporation**

**EFFECTIVE TERM AND TERMINATION RIGHTS**

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

**COOPERATIVE NAME**

**MEMBER**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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ISSUED BY [Signature] TITLE General Manager/CEO

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SECTION 9 (1)

By [Signature]  
Executive Director

**Exhibit A**

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

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

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

DATE OF ISSUE January 08, 2009 DATE EFFECTIVE: Service rendered on and after July 15, 2008

ISSUED BY *Key R. Hays* TITLE General Manager/CEO

Issued by authority of an Order of the Public Service Commission of Kentucky in  
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SECTION 9 (1)

By *J. D. Brown*  
Executive Director

Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO. 034  
Sixth Revised Sheet No. 32  
Canceling P.S.C. KY NO.  
Fifth Revised Sheet No. 32

**PREPAY SERVICE**

**STANDARD RIDER:**

Licking Valley Rural Electric's Prepay Service ("Prepay") is an optional rider to Rate Schedule A – Residential, Farm, Small Community Hall and Church Service as defined by the Cooperative.

**AVAILABILITY:**

All Rate Schedule A – Residential, Farm, Small Community Hall and Church Services, excluding accounts on Levelized/Fixed Budget, Automatic Bank Draft, Net Metering, and accounts greater than 200 Amp Service within the territory served by Licking Valley Rural Electric Cooperative Corporation.

All Rate Schedule B – Commercial and Small Power Service, excluding account on Levelized/Fixed Budget, Automatic Bank Draft, Net Metering, and accounts greater than 200 Amp Service.

**Monthly Rate:**

Rate Schedule A:

Consumer Facility Charge	\$16.50	(1)
Energy Charge per kWh:	\$ .095503	(1)
Prepay Service Fee:	\$ 3.00	

Rate Schedule B:

Consumer Facility Chare	\$29.66	(1)
Energy Charge per kWh:	\$ .081333	(1)
Prepay Service Fee:	\$ 3.00	

**TERMS & CONDITIONS:**

Members who qualify as defined above in "Availability may choose to voluntarily enroll their electric account(s) in the Prepay service and are subject to the following:

1. Each member electing Prepay will be subject to all other applicable rules and regulations which apply to members using the residential tariff or Commercial and Small Power Service, without the Prepay rider.

Date of Issue: September 30, 2021

Date Effective: October 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2021-00113  
DATED SEPTEMBER 30, 2021

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

<b>EFFECTIVE 10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served  
PSC KY NO. 0034  
ORIGINAL SHEET NO. 31  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_


Licking Valley Rural Electric  
(NAME OF UTILITY)

**PREPAY SERVICE (CONTINUED)**

2. Members should have internet access or the ability to receive electronic communications, including texting services to participate in the voluntary Prepay service.
3. Any member choosing to enroll in Prepay shall sign a *Prepay Service Agreement* ("Agreement"). The Agreement shall remain in effect until the member notifies Licking Valley Electric, in writing, to cancel the Agreement.
4. Upon written cancellation of the Agreement, the member shall be subject to the conditions of the applicable tariff, without the Prepay rider. In accordance with Licking Valley Electric's current Rules and Regulations, this may require a security deposit to be paid by the member at the time of cancellation of the Prepay service.
5. Any special equipment issued to the member for participation in Prepay shall be returned in good working condition by the member. Refusal by the member to return the equipment shall result in replacement cost of the equipment being charged to the member.
6. The Consumer Facility Charge and Energy Charge will be the same as Licking Valley Electric's applicable residential tariff. The Energy Charge per kWh will be calculated and deducted from the member's account on a daily basis. The Consumer Facility Charge and Prepay Service Fee will be pro-rated and deducted from the member's account on a daily basis.
7. The Fuel Cost Adjustment and Environmental Surcharge will be charged or credited to the account daily. The Fuel Adjustment and Environmental Surcharge will be the rates in effect for the time of update.
8. The Prepay account will not be subject to deposits, late fees, disconnect fees, and reconnect fees.
9. At the time Prepay is activated for an account, the initial purchase is recommended 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 \$20.00. Members may apply funds to their prepay account(s) by most methods as post pay and include the following: credit card, debit card, check and

DATE OF ISSUE Oct/01/2014  
MONTH / DATE / YEAR

DATE EFFECTIVE Oct/01/2014  
MONTH / DATE / YEAR

ISSUED BY   
SIGNATURE OF OFFICER

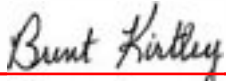
TITLE General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2014-00256 DATED Oct/01/2014

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE  
**10/1/2014**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR All Territory Served

PSC KY NO. 0034

ORIGINAL SHEET NO. 31

CANCELLING PSC KY NO. \_\_\_\_\_

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

Licking Valley Rural Electric  
(NAME OF UTILITY)

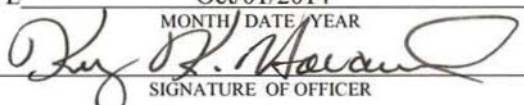
**PREPAY SERVICE (CONTINUED)**

cash. Payment can be made via the website, phone and in person at one of Licking Valley's offices. Payment methods are listed on Licking Valley Electric's website, www.lvrecc.com.

- 10. When an existing member selects to participate in Prepay and has a security deposit on file, the deposit and any accumulated interest will not be refunded. The deposit will be converted into a credit on the Prepay 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).
- 11. If a member who has not participated in Prepay is disconnected for non-payment, the member may request to be reconnected and enrolled in Prepay. If the member is unable to pay the account balance in full for the disconnected account, a payment plan whereby future purchases for Prepay will be split 70/30 until the old debt is retired will be established. 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.
- 12. A prior member, who previously received service from Licking Valley Electric and discontinued service without paying his/her final bill, (i.e. an uncollectible account/bad debt) will be required to pay the past due amount prior to establishing prepay service. If the member is unable to pay the account balance in full, a payment plan whereby future purchases for Prepay will be split 70/30 until the old debt is retired will be established. 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.
- 13. Once an account is enrolled in Prepay, the account will no longer be eligible for additional payment arrangements.
- 14. Financial assistance from community action or other agencies received for a Prepay account will be credited to the balance of the Prepay account upon receipt of a voucher or other supporting official documents of commitment from the agency providing assistance.

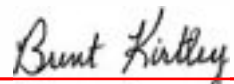
DATE OF ISSUE Oct/01/2014  
MONTH / DATE / YEAR

DATE EFFECTIVE Oct/01/2014  
MONTH / DATE / YEAR

ISSUED BY   
SIGNATURE OF OFFICER

TITLE General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2014-00256 DATED Oct/01/2014

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<u></u>
EFFECTIVE <b>10/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 0034

ORIGINAL SHEET NO. 31

CANCELLING PSC KY NO. \_\_\_\_\_

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

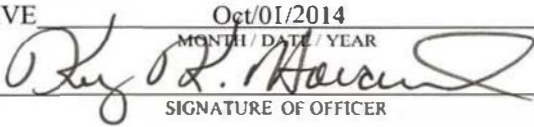
Licking Valley Rural Electric  
(NAME OF UTILITY)

**PREPAY SERVICE (CONTINUED)**

- 15. When a Prepay account reaches a balance of \$25.00, an automated message(s) will be processed and sent to the member and no written notice will be sent by mail.
- 16. If a payment on a Prepay account is returned for any reason, the account is subject to the service fee as provided in Licking Valley Electric's Rules and Regulations.
- 17. Members presenting a Winder Hardship Reconnect, Certificate of Need or Medical Certificate as provided in 807 KAR 5:006, Sections 14, 15, and 16 will be removed from Prepay and the account will return to the status of a post-pay account.
- 18. A monthly paper bill will not be mailed to a member who elects to participate in Prepay. The member may view their Prepay account status on Licking Valley Electric's website. Based on the Prepay notification system, the account should not be eligible for past-due status, therefore; a delinquent notice will not be processed or mailed.
- 19. A Prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather/temperature as the member is responsible for ensuring that the Prepay account is adequately funded. Licking Valley Electric discourages participation in the Prepay program if the member cannot ensure proper funding.
- 20. If a Prepay account is disconnected due to lack of funds or any other reason, Licking Valley Electric shall be held harmless for any damages due to loss of energy service. 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.
- 21. Prepay accounts will be billed daily with a month-end billing being processed to finalize any applicable miscellaneous fees such as billing contracts, EnviroWatts, WinterCare, etc.
- 22. *Intentionally Left Blank*

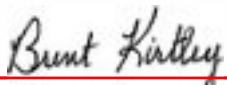
DATE OF ISSUE Oct/01/2014  
MONTH / DATE / YEAR

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ISSUED BY   
SIGNATURE OF OFFICER

TITLE General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2014-00256 DATED Oct/01/2014

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  
EFFECTIVE <b>10/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Territory Served

PSC KY NO. 0034

ORIGINAL SHEET NO. 31

CANCELLING PSC KY NO. \_\_\_\_\_

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

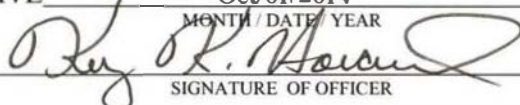
Licking Valley Rural Electric  
(NAME OF UTILITY)

**PREPAY SERVICE (CONTINUED)**

- 23. If a request is made to disconnect the service at a Prepay account, any remaining balance will be transferred to other active accounts, if applicable, or refunded in form of check.
- 24. Should damage occur to the equipment as a result of malice or neglect by the member, the member shall be billed for the replacement cost of the equipment.
- 25. Members may check the status of a Prepay account by utilizing Licking Valley Electric's website or by calling the office at any time.
- 26. The member shall pay any fees as applicable by the Cooperative bylaws and the Cooperative Rules and Regulations as approved by the Kentucky Public Service Commission and as may be required for the member to participate in the Prepay electric service program.
- 27. The Prepay agreement shall be in effect for (1) year. After one year, the member may elect to opt out of the Prepay program by submitting a request for cancelation to Licking Valley in writing. If Prepay service is ended, the member must meet the requirements of a post-pay account for continued service.

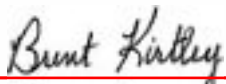
DATE OF ISSUE Oct/01/2014  
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ISSUED BY   
SIGNATURE OF OFFICER

TITLE General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  
COMMISSION IN CASE NO. 2014-00256 DATED Oct/01/2014

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  
EFFECTIVE <b>10/1/2014</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**LICKING VALLEY ELECTRIC, INC.  
AGREEMENT FOR PREPAY SERVICE**

Member Name _____	Home Phone _____
Account No. _____	Cell Phone _____
Service Address _____	Cell Carrier _____
_____	E-mail _____

The undersigned (hereinafter called the “member”) hereby applies for participation in the voluntary Prepay service offered to members of Licking Valley Electric, Inc. (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 Service, subject, however, to any changes set forth in this agreement.
3. The member shall pay any fees as applicable by the Cooperative bylaws and the Cooperative Rules and Regulations as approved by the Kentucky Public Service Commission and 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 final billing for the post-pay account before the account changes to Prepay service. 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 above.
5. Those members participating in Prepay service will not be mailed a monthly paper bill for electric usage or other applicable fees or charges. Account information may be obtained from the web portal or by contacting the office.
6. The member shall pay a daily program fee and a daily consumer customer charge. This amount will be in addition to the charges included for the fuel cost adjustment and environmental surcharge rates which will be charged or credited to the account based upon the effective rates. The effective rates of the fuel adjustment and environmental surcharge will be the rates in effect when kWh’s are used.
7. During any interruption, outage and/or disconnections, the customer charge, Prepay fee and any security light charges will continue to accrue.
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 established threshold of \$25.00, an automated message will be sent to the member rather than a traditional, written notice sent by U.S. Mail. The Cooperative shall 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, verbal or other method of notification from the Cooperative to the member once the balance of the account reaches a negative balance. If the member cannot ensure proper funding, the Cooperative recommends the member not utilize the Prepay service.
11. Budget billing, automatic draft, net metering, and three-phase accounts are not eligible for Prepay service.
12. Should the member have a payment returned for any reason, the returned payment will be added to the Prepay account. The member’s account shall also be charged a return payment fee as reflected in the Cooperative’s PSC approved Rules and Regulations 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.
13. If a Prepay account is disconnected due to lack of funds or any other reason, the member shall be held harmless for any damages due to loss of energy service. 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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**JEFF BIRDBEEN  
EXECUTIVE DIRECTOR**  
TARIFF BRANCH  
*Brent Kirtley*  
**EFFECTIVE  
10/1/2014**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

any damages to the location caused by the account being reconnected and holds the Cooperative harmless from any damages arising from such a reconnection.

14. By signing this agreement, the member affirms there are no residents in the home that currently have medical conditions that will be impacted by loss of service. Should this status change, the member shall contact the Cooperative in writing, at which time the account will be removed from Prepay service. It is the responsibility of the member to confirm the Cooperative is in receipt of the written request for removal from Prepay service.
15. A Prepay account will be disconnected if the balance of the account becomes negative. The account will be disconnected regardless of weather or temperature as the member is responsible for ensuring that the Prepay account is adequately funded.
16. Financial assistance from community action or other agencies received for a Prepay account will be credited to the balance of the Prepay account upon receipt of a voucher or other supporting official documents of commitment from the agency providing assistance.
17. If a member on a Prepay account presents a Certificate of Need, a Medical Certificate or qualifies for a Winter Hardship Reconnect, the member shall be required to transfer to a post-pay service account.
18. The member authorizes the Cooperative to transfer the unpaid balance of \$ \_\_\_\_\_ from the member's post-pay account to the Prepay service account. The member also authorizes the kWh used since the last bill date until the meter is changed to Prepay service to be calculated and transferred to the Prepay account. The member further agrees that thirty percent (30%) of any future purchases for funding the Prepay account 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 purchases for funding is applied to the member's Prepay account.
19. For a prior member who previously received service from Licking Valley and discontinued service without paying his/her final bill, (i.e. an uncollectable account/bad debt), the member agrees that if the uncollectable account/bad debt is not paid in full upon enrolling in the Prepay Program, thirty (30%) of any payments made on this account in the future shall be applied to the balance until said uncollectable account/bad debt is paid in full. The member authorizes the Cooperative to transfer the uncollectable account/bad debt balance of \$ \_\_\_\_\_ to the Prepay Account.
20. A Prepay account shall not be eligible for future payment plan arrangements.
21. 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 a post-pay account refund.
22. The member, by signing this agreement, confirms the ability to receive electronic communications which is required to be eligible for the Prepay service.
23. The Prepay agreement shall be in effect for (1) year. After one year, the member may elect to opt out of the Prepay program by submitting a request for cancelation to Licking Valley in writing. If Prepay service is ended, the member must meet the requirements of a post-pay account for continued service.
24. Members may apply funds to a Prepay account by most payment methods available for post-pay service and provided on Licking Valley's website at: www.lvrecc.com
25. The undersigned agrees that Cooperative personnel has comprehensively explained this Prepay program and have fully informed the member of all aspects of the program.

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

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

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

Preferred Method of notification is (please check one):  E-Mail  Text

<b>OFFICE USE ONLY</b>	
SO Number _____	Date Installed _____
Customer NO. _____	Initials _____
Comments _____	

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**10/1/2014**

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

LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION

RECEIVED

OF

JUN 21 2011

WEST LIBERTY, KENTUCKY 41472

PUBLIC SERVICE  
COMMISSION

RATES, RULES AND REGULATION FOR FURNISHING ELECTRICITY

AT

BREATHITT, LEE, MAGOFFIN, MENIFEE, MORGAN  
AND WOLFE COUNTIES KENTUCKY

FILED WITH THE PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED MAY 31, 2011

EFFECTIVE JUNE 01, 2011

ISSUED BY: LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION

KERRY K. HOWARD  
GENERAL MANAGER/CEO

<b>KENTUCKY</b> PUBLIC SERVICE COMMISSION
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>6/1/2011</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Twenty-Sixth Revised Sheet No. 1  
Canceling P.S.C. KY NO.  
Twenty-Fifth Revised Sheet No. 1

CLASSIFICATION OF SERVICE

SCHEDULE A – Residential, Farm, Small Community Hall  
& Church Service

RATE  
PER UNIT

APPLICABLE:

All consumers in the territory served (Breathitt, Lee, Magoffin, Menifee, Morgan and Wolfe Counties, Kentucky).

AVAILABILITY OF SERVICE:

Available to members of the Cooperative for all residential and farm use, subject to its established rules and regulations. Available to members of the Cooperative for all community halls and churches with a transformer size of 25 KVA or less.

TYPE OF SERVICE:

Single-phase, 60 cycle 120/240 volts.

MONTHLY RATE:

Customer charge per delivery point	\$16.50	(I)
Energy charge per KWH	.095503	(I)

DELAYED PAYMENT CHARGE:

The above rates are net, the gross being five percent (5%) higher. In the event the current monthly bill is not paid by the Tenth (10<sup>th</sup>) of the following month from the date of the bill, the gross rates shall apply.

SPECIAL RULES:

Limited to individual motors up to ten horsepower (10 H.P.).

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 the line losses will not exceed ten percent (10%) and is based on twelve month moving average of such losses. This Fuel Adjustment Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.”

Date of Issue: September 30, 2021

Date Effective: October 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2021-00113  
DATED SEPTEMBER 30, 2021.

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

<b>EFFECTIVE 10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Twenty-Fourth Revised Sheet No. 2  
Canceling P.S.C. KY NO.  
Twenty-Third Revised Sheet No. 2

CLASSIFICATION OF SERVICE

SCHEDULE B – Commercial and Small Power Service

RATE  
PER UNIT

APPLICABLE:

All consumers in the territory served (Breathitt, Lee, Magoffin, Menifee, Morgan, and Wolfe Counties, Kentucky).

AVAILABILITY OF SERVICE:

Available to commercial consumer, small schools, small industrial consumer, and three-phase farm consumers for all uses including lighting, appliances, cooking, heating, and motors of 25 KVA or less, all subject to established rules and regulations of the Cooperative covering this service.

TYPE OF SERVICE:

Single-phase and three-phase where available, 60 cycle 120/240 volts.

MONTHLY RATE:

Customer charge per delivery point	\$29.66	(I)
Energy charge per KWH	.081333	(I)

MINIMUM MONTHLY ENERGY CHARGES:

For consumers requiring more than 10 KVA of transformer capacity, the minimum monthly charge shall be increased at the rate of 75 cents (75¢) for each additional KVA or fraction thereof required.

DELAYED PAYMENT CHARGE:

The above rates are net, the gross being five percent (5%) higher. In the event the current monthly bills are not paid by the Tenth (10<sup>th</sup>) of the following month from the date of the bill, the gross rates shall apply.

Date of Issue: September 30, 2021

Date Effective: October 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2021-00113  
DATED SEPTEMBER 30, 2021.

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

<b>EFFECTIVE 10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Fifteenth Revised Sheet No. 2.1  
Canceling P.S.C. KY No.  
Fourteenth Revised Sheet No. 2.1

CLASSIFICATION OF SERVICE

SCHEDULE B – Commercial and Small Power Service cont'd

RATE  
PER UNIT

SPECIAL RULES:

1. Consumer having their homes on the same premises with their business establishments may include service to both on the same meter in which cases all service will be billed under this schedule. If the consumer prefers, he may make provisions for two meters, in which case his usage for residential purposes will be billed under the appropriate residential schedule and his use for business will be billed under this schedule and rate.
2. Service under this schedule is limited to consumers whose load requirements can be met by transformers having a capacity not to exceed 25 KVA. Consumers requiring more than 25 KVA shall be served under an appropriate schedule for large power service.
3. The rate capacity of single-phase motors shall not be in excess of ten horsepower (10 H.P.)
4. Motors having a rated capacity in excess of ten horsepower (10 H.P.) must be three-phase.

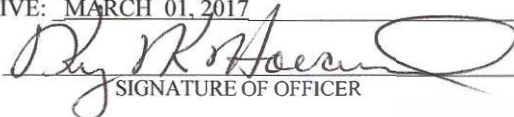
FUEL ADJUSTMENT CLAUSE:

“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 the line losses will not exceed ten percent (10%) and is based on a twelve month moving average of such losses. This Fuel Adjustment Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.”

DATE OF ISSUE: AUGUST 08, 2016

DATE EFFECTIVE: MARCH 01, 2017

ISSUED BY:

  
SIGNATURE OF OFFICER

TITLE: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2016-00174 DATED MARCH 01, 2017

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

**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**



**EFFECTIVE**

**3/1/2017**

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

Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Twenty-Fourth Revised Sheet No. 3  
Canceling P.S.C. KY NO.  
Twenty-Third Revised Sheet No. 3

CLASSIFICATION OF SERVICE

SCHEDULE FOR LARGE POWER SERVICE – LP

RATE  
PER UNIT

APPLICABLE:

All consumers in the territory served (Breathitt, Lee, Magoffin, Menifee, Morgan, and Wolfe Counties, Kentucky)

AVAILABILITY OF SERVICE:

Available to consumers located on or near the Cooperative's three-phase lines for all types of usage including churches and community halls in excess of 25 KVA subject to the established rules and regulations of seller.

MONTHLY RATE:

Customer charge per delivery point	\$73.80	(I)	
Energy charge per KWH	.066776	(I)	
A demand charge of \$7.59 per KW			(I)

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) 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 following:

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 the maximum demand is less than 90%, the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 90%, and then divided by the actual power factor percent.

Date of Issue: September 30, 2021

Date Effective: October 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2021-00113  
DATED SEPTEMBER 30, 2021.

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

<b>EFFECTIVE 10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Fifteenth Revised Sheet No. 3.1  
Canceling P.S.C. KY No.  
Fourteenth Revised Sheet No. 3.1

CLASSIFICATION OF SERVICE

SCHEDULE FOR LARGE POWER SERVICE – LP CONT'D

RATE  
PER UNIT

CONDITION OF SERVICE:

1. Motors have a rated capacity in excess of ten horsepower (10 H.P.) must be three-phase.
2. Both power and lighting shall be billed at the foregoing rates; if a separate meter is required for the lighting circuit, the registration of the two watt hour meter shall be added to obtain total KWH used and the registration of the two demand meters shall be added to obtain total kilowatt demand for the billing purposes.
3. All wiring, poles, lines and other electrical equipment beyond the metering point, shall be considered the distribution system of the consumer and shall be furnished and maintained by consumer.
4. If service is furnished at primary distribution voltage, a discount of ten percent (10%) shall apply to the minimum charge. However, the seller shall have the option of metering a secondary voltage and adding the estimated transformer losses to the metered KWH and kilowatt demand.

DELAYED PAYMENT CHAGE:

The above rates are net, the gross being five percent (5%) higher.  
In the event the current monthly bills are not paid by the Tenth (10<sup>th</sup>) of the following month from the date of the bill, the gross rates shall apply.

DATE OF ISSUE: AUGUST 08, 2016

DATE EFFECTIVE: MARCH 01, 2017

ISSUED BY:   
SIGNATURE OF OFFICER

TITLE: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2016-00174 DATED MARCH 01, 2017

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews  
EXECUTIVE DIRECTOR**



**EFFECTIVE**

**3/1/2017**

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

Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Fifteenth Revised Sheet No. 3.2  
Canceling P.S.C. KY No.  
Fourteenth Revised Sheet No. 3.2

CLASSIFICATION OF SERVICE

SCHEDULE FOR LARGE POWER SERVICE – LP CONT'D

RATE  
PER UNIT

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 the line losses will not exceed ten percent (10%) and is based on a twelve month moving average of such losses. This Fuel Adjustment Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.”

MINIMUM MONTHLY ENERGY CHARGE:

The minimum monthly charge shall be the highest one of the following charges. Charges are determined for the consumer in question:

1. The minimum monthly charge specified in the contract for service.
2. A charge of 75 cents per KVA of installed transformer capacity.

TYPE OF SERVICE

Three-phase, 60 cycles, at seller's standard voltages.

DATE OF ISSUE: AUGUST 08, 2016

DATE EFFECTIVE: MARCH 01, 2017


ISSUED BY:   
SIGNATURE OF OFFICER

TITLE: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2016-00174 DATED MARCH 01, 2017

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews  
EXECUTIVE DIRECTOR**



EFFECTIVE

**3/1/2017**

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

Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Twenty-Fourth Revised Sheet No. 4  
Canceling P.S.C. KY NO.  
Twenty-Third Revised Sheet No. 4

CLASSIFICATION OF SERVICE

SCHEDULE FOR LARGE POWER RATE - LPR

RATE  
PER UNIT

APPLICABLE:

All consumers in the territory served (Breathitt, Lee, Magoffin, Menifee, Morgan, and Wolfe Counties, Kentucky)

AVAILABILITY OF SERVICE:

Available to all industrial users on or near the Cooperative's lines whose kilowatt demand shall exceed 300 KW for lighting, heating, and/or power. With the following exceptions: rock quarries, sawmills, mines and any other service of a fluctuating nature due to their poor load factor and temporary nature. This schedule and all of its conditions must be agreed and entered into before the initial connection.

CONDITIONS:

An "Agreement for Purchase of Power" shall be executed by the consumer for service under this schedule.

CHARACTER OF SERVICE:

The electric service furnished under this schedule will be 60 cycle, alternating current at available nominal voltage.

MONTHLY RATE:


Customer charge per delivery point	\$113.46	(I)
Energy charge per KWH	.058062	(I)
Demand charge of \$7.13 per KW		(I)

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen (15) consecutive days.

Date of Issue: September 30, 2021

Date Effective: October 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2021-00113  
DATED SEPTEMBER 30, 2021.

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

EFFECTIVE <b>10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Fifteenth Revised Sheet No. 4.1  
Canceling P.S.C. KY No.  
Fourteenth Revised Sheet No. 4.1

CLASSIFICATION OF SERVICE

SCHEDULE FOR LARGE POWER RATE – LPR

RATE  
PER UNIT

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 nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of the maximum demand is less than 90%, the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 90%, and then divided by the actual power factor percent.

MINIMUM MONTHLY ENERGY CHARGE:

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

1. The minimum monthly charge as specified in the contract for service.
2. A charge of 75 cents per KVA per month of contract capacity.

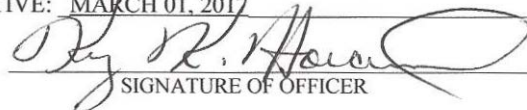
FUEL ADJUSTMENT CLAUSE:

“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 the line losses will not exceed ten percent (10%) and is based on a twelve month moving average of such losses. This Fuel Adjustment Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.”

DATE OF ISSUE: AUGUST 08, 2016

DATE EFFECTIVE: MARCH 01, 2017

ISSUED BY:

  
SIGNATURE OF OFFICER


TITLE:

GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2016-00174 DATED ARCH 01, 2017

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews  
EXECUTIVE DIRECTOR**



EFFECTIVE

**3/1/2017**

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



Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Fifteenth Revised Sheet No. 4.2  
Canceling P.S.C. KY No.  
Fourteenth Revised Sheet No. 4.2

CLASSIFICATION OF SERVICE

SCHEDULE FOR LARGE POWER RATE – LPR

RATE  
PER UNIT

SPECIAL PROVISIONS:

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

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, poles, lines, and other electrical equipment (except metering equipment) on the load side of the delivery point shall be owned and maintained by the consumer.

2. Lighting: Both power and lighting shall be billed at the foregoing rate.
3. Primary Service: If service is furnished at 7,200/12,470 volts or above, a discount of five percent (5%) shall apply to the demand and energy charges.

The seller shall have the option of metering at secondary voltage.

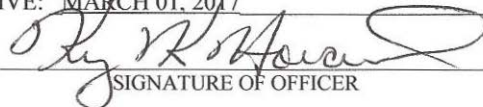
DELAYED PAYMENT CHARGE:

The above rates are net, the gross being five percent (5%) higher.  
In the event the current monthly bills are not paid by the Tenth (10<sup>th</sup>) of the following month from the date of the bill, the gross rates shall apply.

DATE OF ISSUE: AUGUST 08, 2016

DATE EFFECTIVE: MARCH 01, 2017

ISSUED BY:


  
SIGNATURE OF OFFICER

TITLE: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2016-00174 DATED MARCH 01, 2017

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Talina R. Mathews  
EXECUTIVE DIRECTOR**



EFFECTIVE

**3/1/2017**

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

Licking Valley Rural Electric  
Cooperative Corporation

For All Territory Served  
P.S.C. KY NO.  
Twenty-Fifth Revised Sheet No. 5  
Canceling P.S.C. KY NO.  
Twenty-Fourth Revised Sheet No. 5

CLASSIFICATION OF SERVICE

SCHEDULE SL (Security Lights and/or Rural Lighting)

RATE  
PER UNIT

APPLICABLE:

All consumers in the territory served (Breathitt, Lee, Magoffin, Menifee, Morgan, and Wolfe Counties, Kentucky)

AVAILABILITY OF SERVICE:

The Cooperative will furnish and install a mercury vapor type on a twenty-five (25) foot pole or an existing Cooperative owned pole at a location suitable to both parties. Location, however, shall be up to one hundred fifty (150) feet from an existing Cooperative owned secondary line.

When a pole is nonexistent, it will be furnished by the cooperative at the following rate for overhead service:

25 ft Wood Pole	\$3.16 per pole - per month	(I)
30 ft Wood Pole	\$3.65 per pole - per month	(I)

MONTHLY RATE:

Service for the unit will be unmetered and will be per light per month as follows:

175 Watt MV	@ \$10.56	(I)
100 Watt Metal Halide	@ \$10.70 (see note)	(I)
250 Watt Metal Halide	@ \$16.35 (see note)	(I)
400 Watt Metal Halide	@ \$22.47 (see note)	(I)
68 Watt LED	@ \$ 9.58	(I)
108 Watt LED	@ \$11.47	(I)
202 Watt LED	@ \$18.05	(I)

*Note: Licking Valley Rural Electric Cooperative Corporation no longer installs new Metal Halide lights.*

FUEL ADJUSTMENT CLAUSE:

“All rates are applicable to the Fuel Adjustment Clause and may be increased or decreased by an amount per KWH as billed by the Wholesale Power Supplier, plus an allowance for line losses. The allowance for the line losses will not exceed ten percent (10%) and is based on a twelve (12) month moving average of such losses. This Fuel Adjustment Clause is subject to all other applicable provisions as set out in 807 KAR 5:056.”

Date of Issue: September 30, 2021

Date Effective: October 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

ISSUED BY AUTHORITY OF AN ORDER OF THE PUBLIC SERVICE  
COMMISSION OF KENTUCKY IN CASE NO. 2021-00113  
DATED SEPTEMBER 30, 2021.

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

<b>EFFECTIVE 10/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Licking Valley Rural Electric  
Cooperative Corporation

CLASSIFICATION OF SERVICE

SCHEDULE LP-C--Large Power---2500KW - 9,999KW

RATE  
PER UNIT

APPLICABLE:

All consumers in the territory served (Breathitt, Lee, Magoffin, Menifee, Morgan and Wolfe Counties, Kentucky).

AVAILABILITY:

Available to all commercial and industrial consumers willing to contract for a kilowatt demand of 2,500 KW to 9,999 KW and a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

CONDITIONS:

The consumer shall execute an "Industrial Power Agreement" with the Seller under this schedule. This agreement is subject to the approval of East Kentucky Power Cooperative.

TYPE OF SERVICE

Three-phase 60 Hertz alternating current as specified in the Industrial Power Agreement for purchased power.

MONTHLY RATE:

<u>Consumer Charge:</u>	\$	3,025.05
<u>Demand Charge:</u>	\$	7.49 per KW of Billing Demand
<u>Energy Charge:</u>	\$	0.042884 per KWH

Date of Issue: November 1, 2021


Date Effective: December 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



EFFECTIVE

**12/1/2021**

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

(N)



**Licking Valley Rural Electric  
Cooperative Corporation**

DETERMINATION OF BILLING DEMAND:

(N)

The Billing Demand shall be the greater of (a) or (b) listed below:

- (a) The contract demand; or
- (b) The member's highest demand during the current month or the preceding eleven (11) months. The member's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month (and adjusted for power factor as provided herein):

<u>Months</u>	<u>Hours Applicable For Demand Billing – EPT</u>
October Through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May Through September	10:00 a.m. to 10:00 p.m.

POWER FACTOR ADJUSTMENT:

The Consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. The measured demand will be adjusted to correct for power factors lower than 90%. The demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by the 90% and divided by the percent power factor.


MINIMUM CHARGE:

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

- a. The product of the billing demand multiplied by the demand rate, plus
- b. The product of the billing demand multiplied by 400 hours and the energy charge per KWH minus the fuel base per kWH as established in the Fuel Adjustment Clause, plus
- c. The consumer charge.

Date of Issue: November 1, 2021

Date Effective: December 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

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

<b>EFFECTIVE 12/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Licking Valley Rural Electric  
Cooperative Corporation

FUEL ADJUSTMENT CLAUSE AND ENVIRONMENTAL SURCHARGE:

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.

The monthly kilowatt hour usage shall be subject to plus or minus an adjustment per KWH determined in accordance with the "Fuel Adjustment Clause."

All rates are also subject to the Environmental Surcharge provisions as established by regulations and approved by the Kentucky Public Service Commission.

SPECIAL PROVISIONS:

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

Date of Issue: November 1, 2021

Date Effective: December 1, 2021

Issued By: 

SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**12/1/2021**

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

(N)

Licking Valley Rural Electric  
Cooperative Corporation

CLASSIFICATION OF SERVICE

SCHEDULE LP-G—Large Power—10,000KW or greater	RATE PER UNIT
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APPLICABLE:

All consumers in the territory served (Breathitt, Lee, Magoffin, Menifee, Morgan and Wolfe Counties, Kentucky).

AVAILABILITY:

Available to all commercial and industrial consumers willing to contract for a kilowatt demand of 10,000 KW or greater and a monthly energy usage equal to or greater than 400 hours per KW of contract demand.

CONDITIONS:

The consumer shall execute an "Industrial Power Agreement" with the Seller under this schedule. This agreement is subject to the approval of East Kentucky Power Cooperative.

TYPE OF SERVICE:

Three-phase 60 Hertz alternating current as specified in the Industrial Power Agreement for purchased power.

MONTHLY RATE:

<u>Consumer Charge:</u>	\$	5,726.70
<u>Demand Charge:</u>	\$	7.30 per KW of Billing Demand
<u>Energy Charge:</u>	\$	0.039780 per KWH

Date of Issue: November 1, 2021

Date Effective: December 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
12/1/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(N) ↓

Licking Valley Rural Electric  
Cooperative Corporation

DETERMINATION OF BILLING DEMAND:

(N)

The Billing Demand shall be the greater of (a) or (b) listed below:

- (a) The contract demand; or
- (b) The member's highest demand during the current month or the preceding eleven (11) months. The member's peak demand is the highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month (and adjusted for power factor as provided herein):

<u>Months</u>	<u>Hours Applicable For Demand Billing – EPT</u>
October Through April	7:00 a.m. to 12:00 noon  5:00 p.m. to 10:00 p.m.
May Through September	10:00 a.m. to 10:00 p.m.

POWER FACTOR ADJUSTMENT:

The Consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. The measured demand will be adjusted to correct for power factors lower than 90%. The demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by the 90% and divided by the percent power factor.

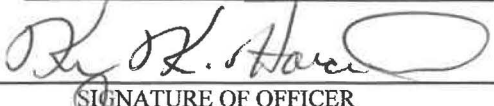
MINIMUM CHARGE:

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

- a. The product of the billing demand multiplied by the demand rate, plus
- b. The product of the billing demand multiplied by 400 hours and the energy charge per KWH minus the fuel base per kWH as established in the Fuel Adjustment Clause, plus
- c. The consumer charge.

Date of Issue: November 1, 2021

Date Effective: December 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
12/1/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**Licking Valley Rural Electric  
Cooperative Corporation**

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**FUEL ADJUSTMENT CLAUSE AND ENVIRONMENTAL SURCHARGE:**

(N)

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.

The monthly kilowatt hour usage shall be subject to plus or minus an adjustment per KWH determined in accordance with the "Fuel Adjustment Clause."

All rates are also subject to the Environmental Surcharge provisions as established by regulations and approved by the Kentucky Public Service Commission.

**SPECIAL PROVISIONS:**

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

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Date of Issue: November 1, 2021

Date Effective: December 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

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

<b>EFFECTIVE 12/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Licking Valley Rural Electric  
Cooperative Corporation

CLASSIFICATION OF SERVICE

INTERRUPTIBLE SERVICE

(N)

STANDARD RIDER:

Licking Valley Electric's Interruptible Service is an optional rider to all commercial and industrial demand rates as defined by the Cooperative.

AVAILABILITY:

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

Monthly Rate

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

Notice Minutes	Annual Hours of Interruption		
	200	300	400
30	\$4.20	\$4.90	\$5.60

DEFINITIONS:

The monthly billing demand shall be determined as defined in the applicable retail rate schedule. The firm demand shall be the member's minimum level of demand needed to continue operations during an interruption. The firm demand shall not be subject to interruption and shall be specified in the contract.

The interruptible demand shall be equal to the amount by which the monthly billing demand exceeds the firm demand, up to 20,000 kW maximum.

Date of Issue: November 1, 2021

Date Effective: December 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
12/1/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**Licking Valley Rural Electric  
Cooperative Corporation**

**CONDITIONS FOR SERVICE FOR CUSTOMER CONTRACT:**

1. The Member will, upon notification by the Cooperative, reduce the load being supplied by the Cooperative to the firm demand specified by the contract.
2. The Cooperative will endeavor to provide the Member as much advance notice as possible of the interruption of service. However, the Member shall interrupt service within the notice period as contracted.
3. Service will be furnished under the Cooperatives "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 Member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the Member's premises, required for interruptible service.
6. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months previous written notice of such termination. 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.

(N)

**CALCULATION OF MONTHLY BILL:**

The monthly bill is calculated as follows:

- A. The customer, demand and energy charges of the bill shall be calculated consistent with the provisions of the applicable retail rate schedule.

Date of Issue: November 1, 2021

Date Effective: December 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

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

<b>EFFECTIVE 12/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Licking Valley Rural Electric  
Cooperative Corporation

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- B. The interruptible demand credit shall be determined by multiplying the interruptible demand for the billing month by the monthly demand credit per kW and applied to the bill calculation.
- C. All other applicable bill riders, including the Fuel Adjustment Clause and Environmental Surcharge, shall be applied to the bill calculation consistent with the provisions of those riders.

(N)

NUMBER AND DURATION OF INTERRUPTIONS:

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

CHARGE FOR FAILURE TO INTERRUPT:

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

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Date of Issue: November 1, 2021


Date Effective: December 1, 2021

Issued By:   
SIGNATURE OF OFFICER

Title: GENERAL MANAGER/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**12/1/2021**

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

FOR ENTIRE TERRITORY SERVED

Community, Town or City

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

Licking Valley Rural Electric  
Cooperative Corporation

Original \_\_\_\_\_ SHEET NO. 6 \_\_\_\_\_

**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

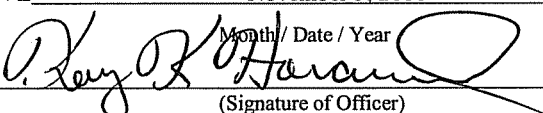
ES(m) = Current Month Environmental Surcharge Calculation

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

where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month


DATE OF ISSUE November 16, 2010  
Month / Date / Year

DATE EFFECTIVE November 5, 2010  
Month / Date / Year

ISSUED BY   
(Signature of Officer)

TITLE General Manager/CEO

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

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

Licking Valley Rural Electric  
Cooperative Corporation

Original SHEET NO. 7

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**CLASSIFICATION OF SERVICE**

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(Over)/Under Recovery =

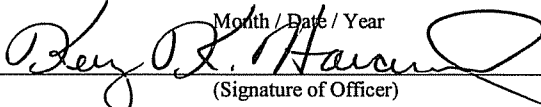
6-months cumulative (over)/under recovery as defined by amount billed by EKPC to Member System minus the amount billed by Member System to retail customer. Over or under recoveries shall be amortized over a six-month period. (T)

**BILLING**

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

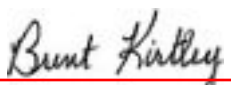
DATE OF ISSUE November 16, 2010  
Month / Date / Year

DATE EFFECTIVE November 5, 2010  
Month / Date / Year

ISSUED BY   
(Signature of Officer)

TITLE General Manager/CEO

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

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

**LICKING VALLEY RURAL ELECTRIC COOPERATIVE CORPORATION**

**OUTDOOR LIGHTING**

**CONTRACTURAL AGREEMENT AND APPLICATION**

This Application Agreement made by and between Licking Valley Rural Electric Cooperative Corporation and \_\_\_\_\_ at \_\_\_\_\_ is for the sole purpose of outdoor lighting provided by Licking Valley Rural Electric Cooperative Corporation.

The outdoor lighting fixture will be provided and installed on an existing Cooperative pole, and will be billed as a monthly charge to the member at the address in paragraph one (1) of the Application Agreement. When a pole is nonexistent the member will pay an additional monthly charge.

The Cooperative shall provide all maintenance for light at no additional charge except that when maintenance is required because of willful mistreatment, vandalism, or other than normal maintenance. This Application Agreement allows for authorized representatives of the Cooperative to enter upon the member's premises to provide necessary maintenance including the trimming of trees.

This Application Agreement is for \_\_\_ light(s) at the address listed above; lights that are located at address other than above shall have separate Application Agreement.

The monthly charge will continue for as long as the light is at the address listed above, and shall be binding to no less than 12 months. In the event that an additional pole installation cost becomes part of a monthly charge, the member shall be bound to 60 months. Should the member deem it necessary to void this Application Agreement before the one (1) or (5) year expiration date, member shall pay in full the remaining time up to the expiration date or have the charges billed to another active account in their name.

This Application Agreement will become effective on the date that light is installed, and the billing will be billed along with the member's regular monthly charges for kWh usage.

Member \_\_\_\_\_ Date \_\_\_\_\_.

Witness \_\_\_\_\_ Date \_\_\_\_\_.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
5/11/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)**

By Stephanie Dumbo  
Executive Director



**Licking Valley Rural Electric  
Cooperative Corporation**

**Touchstone Energy Manufactured Home Program**

**Purpose**

The Touchstone Energy Manufactured Home Program is a conservation program that encourages the sale of more energy-efficient manufactured homes. It is based on the *Energy Star* standards for manufactured homes, a nationally recognized symbol of energy efficiency and quality developed and operated jointly by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE).

**Availability**

This program is available in all service territory served by Licking Valley Rural Electric Cooperative Corporation (Licking Valley RECC).

**Eligibility**

To qualify as a Touchstone Energy Manufactured Home under this program, the participating manufactured home must be located in the service territory of Licking Valley RECC and meet the *Energy Star* standards by including additional floor, wall and ceiling insulation, double pane windows and an electric heat pump.

**Rebate**

Licking Valley RECC will provide an incentive to members who participate in this program by offering a one-time rebate. Licking Valley RECC will rebate \$250 per certified manufactured home to the participating member. Rebates will be paid to the participant upon written certification that the participant has met the *Energy Star* standards for newly constructed manufactured homes.

For members who purchase a manufactured home which only includes a heat pump meeting Energy Star standards, Licking Valley RECC will rebate \$150. For members with inefficient electric heating systems, Licking Valley RECC will rebate \$150 for replacing their existing furnace with a heat pump that meets minimum Energy Star Standards.

**Annual Reports**

Licking Valley RECC, in coordination with East Kentucky Power Cooperative, Inc. ("EKPC"), will submit annual reports on the Program that contain the number of participants from each Member System, the annual costs, including the costs of the rebates, and the status of the rebate provision. EKPC will file the first report by March 31, 2009, and annually thereafter if the Program is continued after 2009.

**Term**

The Touchstone Energy Manufactured Home Program will remain in effect through the end of 2009. If Licking Valley RECC should decide to continue the entire program beyond 2009, an application for approval from the Kentucky Public Service Commission will be filed 6 months prior to the date of continuation.

DATE OF ISSUE April 11, 2008 DATE EFFECTIVE: Service rendered on and after May 11, 2008

ISSUED BY [Signature] TITLE General Manager/CEO EFFECTIVE 5/11/2008

Issued by authority of an Order of the Public Service Commission of Kentucky in  
Case No. 2007-00266 Dated February 28, 2008

**PUBLIC SERVICE COMMISSION**  
**EFFECTIVE**  
**PURSUANT TO 807 KAR 5:011**  
**SECTION 9 (1)**  
By [Signature]  
**Executive Director**



**DSM**  
**Touchstone Energy Home**

**Purpose**

In an effort to improve new residential home energy performance, Licking Valley Rural Electric Cooperative Corporation (Licking Valley RECC) has designed the Touchstone Energy Home Program. This program provides guidance during the building process to guarantee a home that is  $\geq 25$ -30% more efficient than the Kentucky standard built home. The standard built new home in rural Kentucky typically receives a 105 on the Home Energy Rating System ("HERS") Index.

**Availability**

This program is available to residential members served by Licking Valley RECC.

**Eligibility**

To qualify as a Touchstone Energy Home under Licking Valley RECC program, the participating single-family home must be located in the service territory of Licking Valley 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.

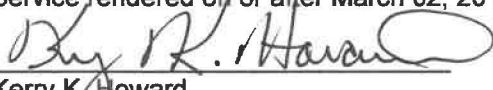
**Prescriptive Path:**

- Home must meet each efficiency value as prescribed by Licking Valley RECC.
- Home must receive pre-drywall inspection and complete Licking Valley RECC's pre-drywall checklist (contact the Energy Advisor at Licking Valley 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  $\geq$  current ENERGY STAR<sup>®</sup> specification for Seasonal Energy Efficiency Ratio "SEER" and Heating Season Performance Factor "HSPF" or Geothermal.
- Water Heater must be an electric storage tank water heater that is  $\geq$  current Energy and Water conservation standards established by the Federal Department of Energy "DOE".

**DATE OF ISSUE:** November 26, 2019

**DATE EFFECTIVE:** Service rendered on or after March 02, 2019

**ISSUED BY:**

  
Kerry K. Howard  
General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED November 26, 2019

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

**Kent A. Chandler**  
Executive Director



EFFECTIVE

**3/2/2019**

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

DSM (continued)

Touchstone Energy Home

Performance Path:

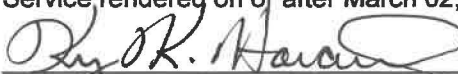
- Home must receive a HERS Index score of  $\leq 75$  (At least 30% more efficient than the KY standard built home).
- Home must receive pre-drywall inspection and complete Licking Valley RECC's pre-drywall checklist. (contact the Energy Advisor at Licking Valley RECC for a copy of the checklist)
- Home 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  $\geq$  current Energy and Water conservation standard established by the Federal DOE or Geothermal.
- Home must pass current energy code requirements established in the KY Residential Code.
- Water Heater must be an electric storage tank water heater that is  $\geq$  current Energy and Water conservation standard established by the Federal DOE.

Incentive


Licking Valley 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.

DATE OF ISSUE: November 26, 2019  
DATE EFFECTIVE: Service rendered on or after March 02, 2019  
ISSUED BY:   
Kerry Howard  
General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED November 26, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Kent A. Chandler</b> Executive Director 
EFFECTIVE <b>3/2/2019</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 Licking Valley Rural Electric Cooperative Corporation (Licking Valley 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 Licking Valley 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 judgement of Licking Valley 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 Licking Valley RECC and have:

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

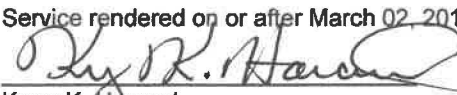
The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff.

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

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

**DATE OF ISSUE:** November 26, 2019

**DATE EFFECTIVE:** Service rendered on or after March 02, 2019


**ISSUED BY:**   
Kerry K. Howard  
General Manager/CEO

By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED November 26, 2019

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

---

**Kent A. Chandler**  
Executive Director



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



DSM – Direct Load Control Program – Residential (continued)

**Program Incentives**

Licking Valley RECC will provide an incentive to the participants in this program for the following appliances:

**Water Heaters:** Licking Valley 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.

**Air Conditioners and Heat Pumps:** Licking Valley RECC will provide an incentive to the participant's 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.

**Alternative One:** For each direct load control switch Licking Valley 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.

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

**Alternative Three:** Licking Valley RECC will provide the participating residential member \$20.00 bill credit per qualifying Wi-Fi enable 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. Licking Valley RECC will provide a rebate up to \$100 to offset the members 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.

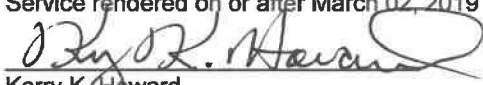
When the qualifying appliances are located in rental residences, program incentives will be paid to the participant, regardless of whether the participant owns or rents the residence where the qualifying appliances are located. Nothing contained in this Tariff will prohibit a further disposition of the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

**Program Special Incentives**


Licking Valley 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: November 26, 2019

DATE EFFECTIVE: Service rendered on or after March 02, 2019

ISSUED BY:   
Kerry K. Howard  
General Manager/CEO

By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED November 26, 2019

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

**DSM – Direct Load Control program – Residential (continued)**

**Time Periods for Direct Control Program**

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

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

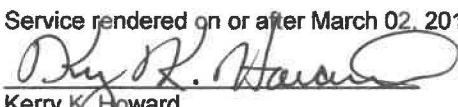
**Air Conditioners and Heat Pumps:** A load control device (switch or Wi-Fi enabled thermostat) will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. Communication to the load control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

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

<u>Months</u>	<u>Hours Applicable for Demand Billing – EPT</u>
May through September	1 10 a.m. to 10:00 p.m.


**Terms and Conditions**

1. Prior to the installation of load control devices, Licking Valley RECC may inspect the participant's electrical equipment to ensure good repair and working condition, but Licking Valley RECC shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of Licking Valley 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 Licking Valley RECC, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Licking Valley 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 Licking Valley RECC's option, result in discontinuance of credits under this tariff until such time as Licking Valley 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 pump units who join during the months of June through September can select an incentive alternative as described in this Tariff. If the incentive is selected, incentives will be provided annually.
4. If a participant decides to withdraw from the program or change incentive alternatives, Licking Valley RECC will endeavor to implement the change as soon as possible.

**DATE OF ISSUE:** November 26, 2019  
**DATE EFFECTIVE:** Service rendered on or after March 02, 2019  
**ISSUED BY:**   
Kerry K. Howard  
General Manager/CEO  
By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED November 26, 2019

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Kent A. Chandler**  
Executive Director



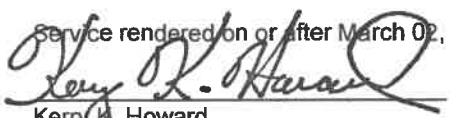
**EFFECTIVE  
3/2/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM – Direct Load Control Program – Residential (continued)

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.

DATE OF ISSUE: November 26, 2019

DATE EFFECTIVE: Service rendered on or after March 02, 2019

ISSUED BY:   
Kerry K. Howard  
General Manager/CEO

By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED November 26, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Kent A. Chandler</b> Executive Director

<b>EFFECTIVE 3/2/2019</b> 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 Licking Valley 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 Licking Valley RECC and will include the control of air conditioners and existing water heaters.

Availability may be denied where, in the judgment of Licking Valley 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 Licking Valley 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.

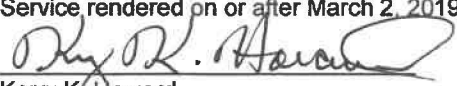
The participant is responsible for obtaining the permission of the commercial property owner to participate in the load control program. Licking Valley RECC may require that a rental property agreement be executed between Licking Valley RECC and the owner of the rented commercial property.


Program Incentives

Licking Valley RECC will provide an incentive to the participants in this program for the following appliances:

Air Conditioners and Heat Pumps: The incentive will be based on the tonnage of the air conditioning unit. Units up to and including five (5) tons will receive \$20.00 per unit. Units over five (5) tons will receive an additional annual credit of \$4.00 per ton per unit. Licking Valley 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.

Water Heaters: Licking Valley 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: November 26, 2019  
DATE EFFECTIVE: Service rendered on or after March 2, 2019  
ISSUED BY:   
Kerry K. Howard  
General Manager/CEO  
By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 dated November 26, 2019

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

DSM – Direct Load Control Program – Commercial (continued)

**Time Period for Direct Load Control Program**

Air Conditioners and Heat Pumps: A load control device will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified to reduce demand on the system. 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:

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

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

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

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

**Terms and Conditions**

1. Prior to the installation of load control devices, Licking Valley RECC may inspect the participant's electrical equipment to ensure good repair and working condition, but Licking Valley RECC shall not be responsible for the repair or maintenance of the electrical equipment.
2. EKPC, on behalf of Licking Valley 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 Licking Valley RECC, or their representative, reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Licking Valley 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 Licking Valley RECC's option, result in discontinuance of credits under this tariff until such time as Licking Valley 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.

DATE OF ISSUE: November 26, 2019

DATE EFFECTIVE: Service rendered on or after March 2, 2019

ISSUED BY:

  
Kerry K. Howard  
General Manager/CEO

By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 dated November 26, 2019

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Kent A. Chandler**  
Executive Director



EFFECTIVE

**3/2/2019**

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

**DSM – Direct Load Control Program – Commercial (continued)**

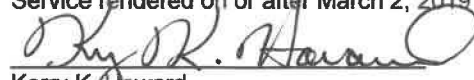
4. If a participant decides to withdraw from the program, Licking Valley RECC will endeavor to implement the withdrawal as soon as possible. If a participant decides to withdraw from the program, the participant may not apply to rejoin the program for a period of six (6) months.

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DATE OF ISSUE: November 26, 2019

DATE EFFECTIVE: Service rendered on or after March 2, 2019

ISSUED BY:

  
Kerry K. Howard  
General Manager/CEO

By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 dated November 26, 2019

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Kent A. Chandler**  
Executive Director



EFFECTIVE

**3/2/2019**

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

Section DSM-5

Commercial & Industrial Advanced Lighting Program

(SHEET CANCELLED)  
(RESERVED FOR FUTURE USE)

DATE OF ISSUE: FEBRUARY 27, 2019

DATE EFFECTIVE: MARCH 01, 2019

ISSUED BY:

  
Kerry K. Howard  
General Manager/CEO

By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED FEBRUARY 27, 2019

**KENTUCKY**  
PUBLIC SERVICE COMMISSION

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**3/1/2019**

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



LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION

FOR ALL TERRITORY SERVED  
PSC KY NO. 034  
FIRST REVISED SHEET NO. 28.1  
CANCELLING P.S.C. KY NO. 34  
ORIGINAL SHEET NO. 28.1

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Section DSM-5 (cont.)

Commercial & Industrial Advanced Lighting Program

(SHEET CANCELLED)  
(RESERVED FOR FUTURE USE)

DATE OF ISSUE: FEBRUARY 27, 2019

DATE EFFECTIVE: MARCH 01, 2019

ISSUED BY:

  
Kerry R. Howard  
General Manager/CEO

By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED FEBRUARY 27, 2019

**KENTUCKY**  
PUBLIC SERVICE COMMISSION

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**3/1/2019**

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



Section DSM-6

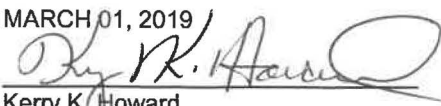
Industrial Compressed Air Program

(SHEET CANCELLED)  
(RESERVED FOR FUTURE USE)

DATE OF ISSUE: FEBRUARY 27, 2019

DATE EFFECTIVE: MARCH 01, 2019

ISSUED BY:

  
Kerry K. Howard  
General Manager/CEO

By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED FEBRUARY 27, 2019

**KENTUCKY**  
PUBLIC SERVICE COMMISSION

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**3/1/2019**

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

LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION

FOR ALL TERRITORY SERVED  
PSC KY NO. 034  
FIRST REVISED SHEET NO. 28.3  
CANCELLING P.S.C. KY NO. 34  
ORIGINAL SHEET NO. 28.3

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Section DSM-6 (cont.)

Industrial Compressed Air Program

(SHEET CANCELLED)  
(RESERVED FOR FUTURE USE)

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DATE OF ISSUE: FEBRUARY 27, 2019

DATE EFFECTIVE: MARCH 01, 2019

ISSUED BY:

  
Kerry K. Howard  
General Manager/CEO

By AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 DATED FEBRUARY 27, 2019

**KENTUCKY**  
PUBLIC SERVICE COMMISSION

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**3/1/2019**

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

**DSM**  
**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 or by sealing their HVAC duct system.

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**Availability**

This program is available in all service territories served by Licking Valley Rural Electric Cooperative Corporation ("Licking Valley").

**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 Licking Valley 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.

The HVAC duct sealing portion of the Button up is a standalone measure that can be utilized to air seal HVAC duct systems located in un-heated spaces. Air sealing ducts with traditional mastic sealers is an effective way to lower energy costs.

- Limited to homes that have accessible centrally ducted heating systems in unconditioned areas.
- Initial duct leakage must be greater than 10cfm per 100ft<sup>2</sup>
- Contractor or Co-op Representative are required to conduct a "pre" and "post" blower door test to verify reductions. Only contractors trained or pre-approved by EKPC may be used.
- Duct leakage per system must be reduced to less than 8cfm per 100ft<sup>2</sup> (Ex: Duct system serves 1200ft.  $1200\text{ft}^2/100 = 12 \times 8\text{cfm} = \text{Duct Seal Target of } 96\text{cfm}$ )
- All joints in the duct system must be sealed with foil tape and duct mastic. Foil tape alone does not qualify as properly sealing the duct system.

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General Manager/CEO

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 10/14/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For homes that have two or more separately ducted heat systems, each system will qualify independently for the incentive

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**Program Incentives**

The air sealing and ceiling insulation portion of 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.

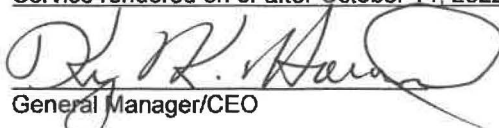
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The HVAC duct sealing portion of the Button Up program will pay a \$400 incentive to residential members (or their contractor) that meets the eligibility requirements for duct sealing listed above.

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**Term**

The program is an ongoing program.

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General Manager/CEO

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

<b>EFFECTIVE 10/14/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Section DSM-7 (continued)**


**(SHEET CANCELLED)**  
**(RESERVED FOR FUTURE USE)**

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Kerry K. Howard  
General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE No. 2019-00060 Dated November 26, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Kent A. Chandler</b> Executive Director 
<b>EFFECTIVE 3/2/2019</b> 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 Licking Valley Rural Electric Cooperative Corporation (Licking Valley 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, 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 heat 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 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:

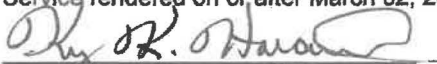
<b><u>Equipment Type</u></b>	<b><u>Rebate</u></b>
<b>Centrally Ducted Systems:</b>	
Current Energy Conservation Standard established by the Federal Department of Energy "DOE"	\$500
Current ENERGY STAR® level equipment or greater	\$750
<b>Mini Split Systems:</b>	
Ducted or Ductless Mini-Splits ENERGY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

**Term**

The program is an ongoing program.

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General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2019-00060 Dated November 26, 2019

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**Kent A. Chandler**  
Executive Director



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

Section DSM - 9

HVAC Duct Sealing Program

(SHEET CANCELLED)  
(RESERVED FOR FUTURE USE)

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**KENTUCKY**  
PUBLIC SERVICE COMMISSION

**Gwen R. Pinson**  
Executive Director



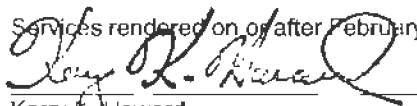
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General Manager/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
  
**EFFECTIVE**  
**2/1/2024**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Section DSM 10

Community Assistance Resources for Energy Savings Program

Purpose

Licking Valley Rural Electric Cooperative Corporation (“Licking Valley”) Community Assistance Resources for Energy Savings (“CARES”) program provides an incentive to enhance the weatherization and energy efficiency services provided to its retail members (“end-use member”) by the Kentucky Community Action Agency (“CAA”) network of not-for-profit community action agencies or by Kentucky’s non-profit affordable housing organizations (“AHO”). On behalf of the end-use member, Licking Valley will pass along an East Kentucky Power Cooperative, Inc. (“EKPC)-provided incentive to the CAA or AHO. Licking Valley’s program has two primary objectives. First, the EKPC-provided incentive, passed along by Licking Valley to the CAA or AHO, will enable the CAA or AHO to accomplish additional energy efficiency improvements in each home. Second, this incentive will assist the CAA or AHO in weatherizing more homes.

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Availability

This U.S. Department of Energy’s Weatherization Assistance Program is available to end-use members who qualify for weatherization and energy efficiency services through their local CAA in all service territories served by Licking Valley.

Weatherization and energy efficiency services provided by Kentucky’s AHO’s are also available to retail members in all service territories served by Licking Valley.

N  
N

Eligibility

AGENCY QUALIFICATIONS

- CAA’s and AHO’s must be registered with the IRS as 501(c)(3) non-profit organizations and work to improve housing affordability for low to moderate income Kentuckians.

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HOMEOWNER QUALIFICATIONS

- A participant must be an end-use member of Licking Valley.
- A participant must qualify for weatherization and energy efficiency services according to the guidelines of either the U.S. Department of Energy’s (“DOE”) Weatherization Assistance Program administered by the local CAA or the AHO. Household income cannot exceed the designated ~~public~~ guidelines administered by the CAA or AHO.

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**PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
**EFFECTIVE**  
**10/14/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- A participant must dwell in either a Heat Pump-Eligible Home or a Heat Pump-Ineligible Home. For purposes of this tariff:

A Heat Pump-Eligible Home is a single family or multi-family individually metered residential dwelling that utilizes electricity as the primary source of heat or that switches from wood as its primary source of heat to an electric furnace; and

A Heat Pump-Ineligible Home is a single family or multi-family individually metered residential dwelling (that does not utilize electricity as the primary source of heat but cools the home with central or window unit air conditioners. Each Heat Pump-ineligible home must also have an electric water heater and use an average of 500 kWh monthly from November to March.

### Payments

#### HEAT PUMP ELIGIBLE HOMES

Licking Valley will pass along an EKPC-provided incentive to the CAA or AHO at the rates detailed below. The maximum incentive possible per household is \$2,000, which can be reached by using any combination of the following improvements not to exceed their individual maximums:

- HEAT PUMP:  
Upgrading from a low-efficiency electric heat source to a heat pump will be reimbursed at a rate of 100% of the total incremental cost (material + labor) up to a maximum of \$2,000 per household. Incremental cost is the additional cost of upgrading from a low-efficiency electric heat source to a heat pump above and beyond any costs associated with the electric furnace. The existing heat source must be electric (or switching from wood to electric) to qualify.
- WEATHERIZATION IMPROVEMENTS:  
Any of the following weatherization improvements made to the home will be reimbursed at a rate of 50% of a CAA's or AHO's cost (material + labor), up to a maximum of \$1,000:
  - Insulation
  - Air sealing
  - Duct sealing, insulating, and repair
  - Water heater blanket

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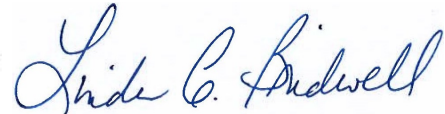
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PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



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**10/14/2022**

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



Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by Licking Valley at a rate of 10%. T

**HEAT PUMP INELIGIBLE HOMES**

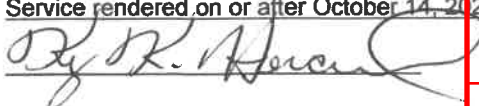
Licking Valley will pass along an EKPC-provided incentive to the CAA or AHO at the rates detailed below. The maximum incentive possible per household is \$750, which can be reached by using any combination of the following improvements not to exceed the maximum: T

- WEATHERIZATION IMPROVEMENTS:  
Any of the following weatherization improvements made to the home will be reimbursed at a rate of 25% of a CAA's or AHO's cost (material + labor) up to a maximum of \$750: T
  - Insulation
  - Air sealing
  - Duct sealing, insulating, and repair
  - Water heater blanket

Health and safety measures completed at the home do not qualify for the incentive and documentation required from a CAA or AHO must adhere to the program guidelines. Quality assurance sampling will be conducted by the owner-member at a rate of 10%. T

**Term**

The program is an ongoing program.

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<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 10/14/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DSM Pilot

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Residential Electric Vehicle Off-Peak Charging Program

Applicability

In all territories of Licking Valley Rural Electric Cooperative Corporation.

Availability

The Residential EV Off-Peak Charging Program is available to end-use retail members ("retail member") in the service territory of Licking Valley Rural Electric Cooperative Corporation 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. reserves Licking Valley Rural Electric Cooperative Corporation the right to restrict the number of retail members in the pilot.

Purpose

The Residential Electric Vehicle ("EV") Off-Peak Charging Program will encourage the reduction of growth in peak demand resulting from the adoption of EVs, allow Licking Valley Rural Electric Cooperative Corporation to utilize its system more efficiently, and promote the adoption of EVs.

Eligibility

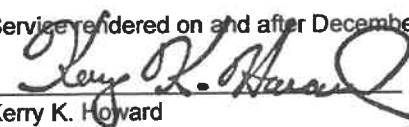
To qualify for this program, the retail member's residence must be located in the service territory of and Licking Valley Rural Electric Cooperative Corporation be on their Schedule A-Residential, Farm, Small Community Hall & Church Service rate. The retail member must utilize level 2 EVSE. Eligibility 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

Licking Valley Rural Electric Cooperative Corporation will provide a \$.02 per-kwh credit on the retail member's bill each month for the registered EVs charging energy (kWhs) that occurs during the off-peak hours at the participant's residence. The off-peak hours are from 10:00 PM to the following 6:00 AM Eastern Prevailing Time ("EPT") for all days of the year. The credit will be applied to the bill after all charges are applied pursuant to the applicable residential electric rate of Licking Valley Rural Electric Cooperative Corporation.

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**ISSUED BY:**   
Kerry K. Howard  
CEO/General Manager

KENTUCKY  
PUBLIC SERVICE COMMISSION

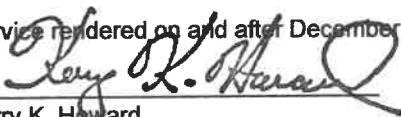
Linda C. Bridwell  
Executive Director



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

Terms and Conditions

1. Prior to joining the program, Licking Valley Rural Electric Cooperative Corporation may inspect the retail member's EVSE to ensure compatibility with the energy software platform, but Licking Valley Rural Electric Cooperative Corporation 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, Licking Valley Rural Electric Cooperative Corporation will endeavor to implement the change as soon as possible.

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ISSUED BY:   
Kerry K. Howard  
CEO/General Manager

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



EFFECTIVE

**12/1/2023**

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

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**Renewable Energy Program**

**STANDARD RIDER**

This “Renewable Energy Program” is a rider to all current rate schedules. The purpose of this program is to provide members with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates (“RECs”). There are three (3) options. The Licking Valley Rural Electric Cooperative Corporation, via its participation in East Kentucky Power Cooperative, Inc’s. (“EKPC”) Renewable Energy Program (“Envirowatts”), will aggregate the contributions provided by the retail members to develop renewable energy, purchase renewable energy, or purchase RECs. Alternatively, the retail member, Licking Valley Rural Electric Cooperative Corporation, and EKPC will enter into a special agreement to purchase renewable energy to offset the retail member’s existing energy consumption.

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**APPLICABLE**

In all territory served.

**DEFINITIONS**

a) “Renewable energy” is that electricity which is generated from renewable sources including but not limited to: solar, wind, hydroelectric, geothermal, landfill gas, biomass, biodiesel used to generate electricity, agricultural crops or waste, all animal and organic waste, all energy crops and other renewable certified resources.

b) A REC is the tradable renewable energy attribute which represents the commodity formed by unbundling the environmental-benefit attributes of a unit of renewable energy from the underlying electricity. One REC is equivalent to the environmental-benefits attributes of one MWh of renewable energy.

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**AVAILABILITY OF SERVICE**

This rider is available to any member on any rate schedule.

Option A - Retail members may participate in the program by contributing monthly as much as they like in \$2.75 increments (e.g., \$2.75, \$5.50, \$8.25, or more per month). The retail member may allocate their “Renewable Energy Program” contribution to a type or types of renewable energy offered by the Envirowatts program (solar, wind, hydroelectric, or landfill gas).

Option B – Option B is a pilot program and is available on or before March 25, 2025. A member may, after entering into a special agreement with <cooperative name> and EKPC, purchase renewable energy to offset the member’s existing energy consumptions under the members’ applicable rate schedule.

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DATE EFFECTIVE: December 22, 2021

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Kerry K. Howard  
General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE  
NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**12/22/2021**

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



**Renewable Energy Program (continued)**

Option C – After entering into an agreement with Licking Valley Rural Electric Cooperative Corporation and EKPC, commercial and industrial (“C&I”) retail members have the opportunity to purchase RECs through Licking Valley Rural Electric Cooperative Corporation and EKPC to offset up to all of their energy consumption with RECs, resulting in that portion of energy consumption to be considered renewable.

**ELIGIBILITY**

Under Option A, a “Pledge to Purchase Renewable Energy” must be signed by the member prior to service under this rider. Retail members may not owe any arrearage prior to participating in the Renewable Energy Program. Funds contributed by retail members are not refundable.

Under Option B, a retail member must execute an agreement with Licking Valley Rural Electric Cooperative Corporation and EKPC to purchase, supply or secure a minimum renewable capacity of 1 MW. The maximum annual renewable energy under the agreement cannot exceed the participating member’s average annual consumption over the previous three (3) years. For new businesses with no usage history, the maximum annual renewable energy under the contract will be estimated. The type of renewable energy will be determined by the retail member. Retail members having multiple services across the EKPC system may aggregate consumption and renewable energy totals into a single agreement.

Under Option C, C&I retail members, in conjunction with Licking Valley Rural Electric Cooperative Corporation and EKPC, will determine the type of renewable resource and amount of RECs the Licking Valley Rural Electric Cooperative Corporation and EKPC will purchase monthly on behalf of the participating retail member. The original agreement will expire after one (1) year, but will automatically renew monthly until the retail member provides 60 days’ notice of cancellation. The retail member may also amend the agreement to change the amount of RECs or type of renewable resource generating such RECs they will purchase. EKPC may sell and retire RECs generated by EKPC when applicable with a market-based rate per REC.

The sum of renewable energy purchased under Option B and the RECs purchased and retired under Option C shall not exceed the retail member’s annual usage.


**RATE**

Under Option A, monthly contribution of any amount in \$2.75 increments shall be made pursuant to the terms of the “Pledge to Purchase Renewable Energy”. The fuel adjustment clause and the environmental surcharge are not applicable to the Option A Renewable Energy Program contributions.

Under Option B, the renewable energy rate shall be set forth under the individual participating renewable energy agreements. The retail member’s bill will be credited for the base fuel, the fuel adjustment clause, capacity credit when applicable, the variable portion of the Environmental Surcharge that EKPC credited to <COOP> per individual renewable energy agreements. The credit amount is based on the total of the avoided costs from base fuel, fuel adjustment clause, capacity credits when applicable, variable

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General Manager/CEO

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

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**  
**12/22/2021**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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environmental surcharge for the renewable energy delivered pursuant to the agreement. The total credit will be the lesser of this credit amount or the PJM Localized Margin Cost.

Under Option C, the participating C&I retail member will pay the market value of the RECs purchased on their behalf without markup from Licking Valley Rural Electric Cooperative Corporation or EKPC. They will have the option to instruct Licking Valley Rural Electric Cooperative Corporation and EKPC to purchase: (i) RECs covering a set percentage of their energy consumption each month; (ii) a set dollar amount of RECs per month; or (iii) a set number of MWhs. The participating C&I retail member can set a REC price that requires additional approvals for the Licking Valley Rural Electric Cooperative Corporation and EKPC to purchase RECs per the Agreement. EKPC will act as the participating retail member's REC purchasing agent including settling the REC market transactions and REC retirements.

### BILLING AND MINIMUM CHARGE

Under Option A, the member will be billed monthly for the amount the retail member pledged to contribute in their "Pledge to Purchase Renewable Energy". Existing envirowatts retail participants will be billed at their existing rate of \$2.75 per their existing agreement or pledge.

Under Option B, the retail member will be billed for the renewable energy per the agreement.

Under Option C, Licking Valley Rural Electric Cooperative Corporation will increase the participating retail member's electric bill for the RECs purchased at the market price plus a monthly transactional fee of \$100. For any agreement instructing Licking Valley Rural Electric Cooperative Corporation and EKPC to purchase RECs in advance of the billing cycle, a monthly carrying charge equal to 1/12 of the annual deposit rate set by the Commission will be added to the participant's electric bill.

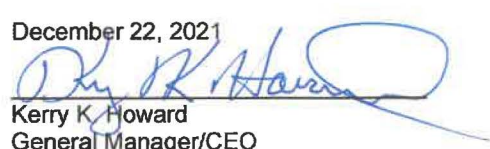
### TERMS OF SERVICE AND PAYMENT

This rider shall be subject to all other terms of service and payment of the applicable tariffs and adjustment clauses to which it is applied to each member.

DATE OF ISSUE: November 22, 2021

DATE EFFECTIVE: December 22, 2021

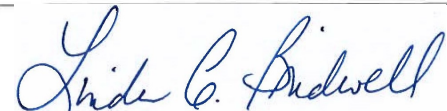
ISSUED BY:

  
Kerry K. Howard  
General Manager/CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**12/22/2021**

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

COMMERCIAL AND INDUSTRIAL  
RENEWABLE ENERGY PROGRAM PURCHASE AGREEMENT

This Commercial and Industrial Renewable Energy Program Purchase Agreement (“Agreement”) is made and entered into this <DATE> day of <MONTH>, <YEAR>, by and between East Kentucky Power Cooperative, Inc., 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”); Licking Valley Rural Electric Cooperative Corporation, with its principal place of business at 271 West Main Street, West Liberty, Kentucky (“Cooperative”); and the following identified commercial or industrial end-use retail person (“Customer”), who is a Member of Cooperative:

Customer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Service Address(es): \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

WHEREAS, Customer is a commercial or industrial customer of Cooperative and has an interest in acquiring energy from renewable resources and/or renewable energy credits (“RECS”) arising from the generation of energy from renewable resources; and

WHEREAS, Customer desires and agrees to purchase, and EKPC and Cooperative are both willing and agree to sell, renewable energy and/or purchase and retire REC’s from a renewable resource(s) to offset a portion or all of the energy consumed by the Customer at the above-listed service address(es) and account(s);

THEREFORE, in mutual consideration of the promises, representations, recitals, terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- Purchase and Sale of Renewable Energy.** The Customer may purchase renewable energy from Cooperative up to an amount equal to the Customer’s average annual energy consumption over the previous three (3) calendar years. In the event Customer has not yet consumed power provided by Cooperative for at least three years, the Customer’s actual usage shall be used to calculate an average annual energy consumption amount. The amount of energy purchased hereunder shall be equivalent to at least one (1) megawatt (MW) of installed renewable capacity. Cooperative shall acquire the renewable power sold to Customer from EKPC. The calculations and elections necessary for the purchase and sale of renewable energy are set forth in the attached Exhibit A and incorporated by reference as if set forth herein.

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2. **Purchase and Sale of Renewable Energy Credits.** The Customer may direct Cooperative and EKPC to offset up to all of the Customer's energy consumption, resulting in that portion of energy consumed to be considered renewable, by purchasing and retiring RECs equal to the amount designated by the Customer. The amount of RECs to be purchased and retired shall be designated as: covering a set percentage of the Customer's energy consumption each month; setting a particular dollar amount for REC purchases per month; or designating a set number of megawatt hours ("MWhs") to be covered by REC purchases. The calculations and elections necessary to fulfill the obligation to purchase and retire RECs are set forth in Appendix A, which is adopted and incorporated by reference as if set forth herein in full. EKPC will act as the participating retail member's REC purchasing agent including settling the REC market transactions and REC retirements. The Customer may instruct Cooperative and EKPC to secure an advance purchase of RECs in the amount not to exceed 12 months of projected REC need pursuant to the terms in this Agreement.
  
3. **Account Aggregation.** Should the Customer have multiple accounts or service addresses with the Cooperative, the Customer shall be able to aggregate the energy consumption across all accounts or services addresses for purposes of determining the amount of renewable energy and RECs allowed to be purchased pursuant to the terms of this Agreement. The sum of the renewable energy purchases and REC purchases by Customer shall not exceed the Customer's energy usage at all accounts listed above.
  
4. **Transmission.** EKPC shall arrange and be responsible for all transmission service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the point(s) of delivery of all current and future non-renewable energy sales to the Cooperative and from which the Cooperative's electric distribution system currently delivers energy to the Customer. EKPC shall schedule or arrange for scheduling services with its transmission providers to deliver the renewable energy to said point(s) of delivery.
  
5. **Distribution.** The Cooperative shall arrange and be responsible for all distribution service for the renewable energy contemplated to be purchased hereunder and shall deliver or cause to be delivered such renewable energy to the Customer's meter(s).
  
6. **Title and Risk of Loss.** Title to and risk of loss related to the renewable energy acquired herein shall transfer: (a) from EKPC to the Cooperative at the delivery point(s) for all energy delivered to the Cooperative currently and in the future; and (b) from the Cooperative to the Customer at the Customer's meter. EKPC and Cooperative both warrant that they will deliver the renewable energy to the Customer free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Customer's meter.
  
7. **Renewable Resources.** The Customer may choose resource from which the renewable energy or I

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generated. The choices available include: solar, wind, hydro, landfill methane gas or biomass. The Customer may not request or designate that the renewable energy or RECs purchased hereunder be acquired from any particular generation facility. EKPC retains the sole and exclusive right to select the resource(s) from which the renewable energy and REC purchases contemplated herein are acquired.

8. **Pricing.**

(a) **Energy Pricing.** [TO BE NEGOTIATED ON A CASE BY CASE BASIS BASED UPON APPLICABLE RATE SCHEDULES.]

(b) **REC Pricing.** Customer shall pay to Cooperative and Cooperative shall pay to EKPC the market value of the RECs purchased on the Customer's behalf without mark-up from either Cooperative or EKPC. EKPC will increase the Cooperative's monthly wholesale bill for the RECs purchased at the market price plus a monthly transactional fee of \$100. For any agreement instructing EKPC to purchase REC's in advance of the billing cycle, a monthly carrying charge equal to 1/12 of the annual retail deposit accrual rate set by the Commission will be added to the Cooperative's bill.

9. **Wholesale Credits.** The Cooperative shall receive a monthly credit on its wholesale power bill in an amount equal to the lesser of: (1) the avoided cost of: (a) base fuel and fuel adjustment clause per MWh of renewable energy delivered and capacity credits; and (b) variable environmental surcharge equal to the demand energy; or (2) the PJM Localized Marginal Cost. At no time shall EKPC be required to convert any credit accruing hereunder to cash. Any excess credit(s) can be carried forward to offset a later billed amount.

10. **Retail Credits.** The Customer shall receive a monthly credit on its retail power bill in an amount equal to the lesser of: (1) the avoided cost of: (a) base fuel and fuel adjustment clause per MWh of renewable energy delivered and capacity credits; and (b) variable environmental surcharge equal to the demand energy; or (2) the PJM Localized Marginal Cost. At no time shall Cooperative be required to convert any credit accruing hereunder to cash. Any excess credit(s) can be carried forward to offset a later billed amount.

11. **Billing.** EKPC shall invoice the Cooperative for all renewable energy delivered to the Cooperative and all RECs purchased and retired on behalf of the Customer, together with the REC purchase transaction fee, as part of the invoice it sends to the Cooperative for all non-renewable energy and REC purchases by the Cooperative. The Cooperative shall then invoice the Customer for all renewable energy delivered to the Customer and all RECs purchased and retired on behalf of the Customer, together with the REC purchase transaction fee, as part of the invoice it sends to the Customer for all non-renewable energy purchases. The invoice shall provide sufficient information to determine the charges for renewable energy sales were calculated.

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12. **Failure to Take Delivery.** If Customer fails to accept all or part of the renewable energy acquired or generated by EKPC or Cooperative, or to pay for any RECs acquired by EKPC and or Cooperative, when such purchases are made in performance of their respective obligations under this agreement, ~~sold hereunder~~ and such failure is not excused by EKPC's or the Cooperative's failure to perform, then the Customer shall pay to the Cooperative, on the date payment would otherwise be due in respect of the month in which the failure occurred an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the amount for which the renewable energy or RECs are actually sold by EKPC or Cooperative to another buyer from the price set forth herein or the purchased REC price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount and efforts made by EKPC and or Cooperative to market the renewable energy or RECs at the best market price attainable.
13. **Term.** Subject to paragraph twenty-four (24) below, this Agreement shall be effective beginning on the date set forth above and will continue for a period of \_\_\_\_\_ years (the "Term"), subject to early termination as provided herein. [NOTE: THIS TERM WILL NEED TO BE UPDATED IN A MANNER CONSISTENT WITH THE TARIFF BASED UPON WHETHER IT IS AN ENERGY PURCHASE, REC PURCHASE OR COMBO PURCHASE.]
14. **Obligation to Customer.** EKPC and Cooperative agree to provide Customer with reasonable updates in the event of any changes in the availability of renewable energy or RECs purchased pursuant to this Agreement.
15. **Non-Transferrable.** The Customer may not transfer or assign any obligation, right, liability, or credit arising under this Agreement from one account or service address to another account or service address that is not listed above. The Customer may not transfer, assign, convey, sell or donate this Agreement to any other person unless EKPC and the Cooperative have both provided their express written consent to such action. Such consent may be granted or withheld in the sole discretion of EKPC and the Cooperative.
16. **Effect on other Rates.** Nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of Customer's receipt of service from the Cooperative under any other tariff or rate schedule then in effect or subsequently approved by the Kentucky Public Service Commission ("Commission") which applies to the Customer. Likewise, nothing in this Agreement shall be construed to effect, limit, alter, amend or change the terms or conditions of the Cooperative's receipt of service from EKPC under any other tariff or rate schedule then in effect or subsequently approved by the Commission which applies to the Cooperative.
17. **Events of Default.** An "Event of Default" shall mean the occurrence of any of the following (the "Defaulting Party"), the occurrence of any of the following:

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- (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;
- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
- (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to receive the renewable energy, the exclusive remedy for which is provided in paragraph ~~eleven (11)~~ twelve (12) above) if such failure is not remedied within three (3) Business Days after written notice;
- (d) such Party becomes bankrupt; or
- (e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party.

18. **Termination for an Event of Default.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, any other Party (the "Non-Defaulting Party") shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties; (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner and considering the full period of non-performance from the Early Termination Date through the date of the expiration of the Agreement's Term, a Termination Payment amount as of the Early Termination Date. As soon as practicable after a termination, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective. If the Defaulting Party disputes the Non-I the Termination Payment, in whole or in part, the D (2) Business Days of receipt of the Non-Default

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Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer to the Non-Defaulting Party an amount equal to the Termination Payment to be held in escrow pending the outcome of the dispute.

19. **Security and Guaranty.** [THIS SECTION SHALL BE INCLUDED IN ANY AGREEMENT WHERE EKPC'S OR COOPERATIVE'S MARKET OR CREDIT EXPOSURE IS ANTICIPATED TO EXCEED \$5,000 DURING ANY YEAR OF THE TERM.]

(a) **Financial Information.** If requested by any other Party to this Agreement, a Party shall deliver within one hundred twenty (120) days following the end of each fiscal year, a copy of the Party's or Party's parent company annual report containing audited consolidated financial statements for such fiscal year. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles (i.e. GAAP, IFRS and the RUS USoA); provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the Party providing such information diligently pursues the preparation, certification and delivery of the statements. Each Party shall provide concurrent notice to the other Parties in the event of a material negative change in its financial condition.

(b) **Obligation to Provide Performance Assurance.**

(i) **By Customer.** The Customer, or its Guarantor, shall provide Performance Assurance acceptable to Cooperative and EKPC in an amount equal to:

(A) the current sum of the Early Customer Termination Payment if: (1) the Customer's highest Credit Rating is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's; (2) an Event of Default on the part of the Customer has occurred; or (3) the Customer has no Credit Rating from S&P, Fitch or Moody's;

(B) half the current sum of the Early Customer Termination Payment if the Customer's highest Credit Rating is between "A" from S&P or Fitch or "A2" from Moody's and "BBB" from S&P or Fitch or "Baa2" from Moody's; or

(C) zero if the Customer's highest Credit Rating is "A" from S&P or Fitch or "A2" from Moody's;

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(D) If Performance Assurance is required to be posted pursuant to subparagraphs (A) through (C) herein, the Early Customer Termination Payment shall be calculated quarterly. If Customer provides Performance Assurance via an irrevocable standby letter of credit, the amount will be adjusted quarterly and EKPC will release the excess Performance Assurance as appropriate. For purposes of this Agreement, "Credit Rating" means with respect to any entity, on any date of determination, the respective rating then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch or Moody's, or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its issuer rating by S&P, Fitch or Moody's.

(ii) **By EKPC.** EKPC shall provide Performance Assurance acceptable to Customer in an amount equal to:

(A) the current sum of the Supplier Early Termination Payment if:  
(1) EKPC's highest Credit Rating is less than "BBB" from Standard & Poor's ("S&P") or Fitch or "Baa2" from Moody's; or  
(2) an Event of Default on the part of EKPC has occurred;

(B) half the current sum of the Supplier Early Termination Payment if EKPC's highest Credit Rating is between "A" from S&P or Fitch or "A2" from Moody's and "BBB" from Standard & Poor's or "Baa2" from Moody's, inclusive; or

(C) zero if the EKPC's highest Credit Rating is better than "A" with S&P or Fitch or "A2" from Moody's.

(D) If Performance Assurance is required to be posted pursuant to subparagraphs (A) through (C) herein, the Supplier Early Termination Payment shall be calculated quarterly. If EKPC provides Performance Assurance via an irrevocable standby letter of credit, the amount will be adjusted quarterly and Customer will release the excess Performance Assurance as appropriate. For purposes of this Agreement, "Credit Rating" means with respect to any entity, on any date of determination, the respective rating then assigned to such entity's unsecured senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Fitch or Moody's, or if such entity does not have a long-term debt or deposit obligation, then the rating assigned to such entity as its issuer rating by S&P, Fitch or Moody's.

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(iii) **Performance Assurance Threshold.** Notwithstanding the provisions of subparagraphs (i) and (ii) above, no Performance Assurance shall be required to be posted by either Customer or EKPC if the current sum of the Early Customer Termination Payment or the Supplier Early Termination Payment, as applicable, is equal to or less than \$5,000.

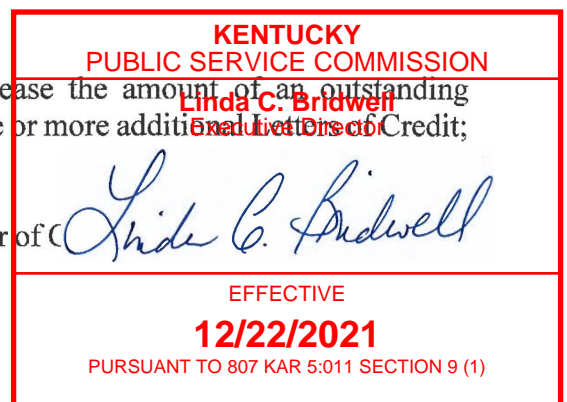
(c) **Form of Performance Assurance.** Unless otherwise agreed to in writing by EKPC and Customer, the form of any Performance Assurance required herein shall be an irrevocable, transferable, standby Letter of Credit, issued by a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with: (i) a Credit Rating of at least (a) "A-" by S&P or "A3" by Moody's; and (ii) having a capitalization of at least \$1,000,000,000. The Letter of Credit must be substantially in a form set forth in Appendix B hereto, with such changes to the terms in that form as the issuing bank may require and as may be reasonably acceptable to the beneficiary thereof. The costs and expenses (including but not limited to the reasonable costs, expenses, and attorneys' fees of the Secured Party) of establishing, renewing, substituting, canceling, and increasing the amount of a Letter of Credit shall be borne by the Pledging Party.

(d) **Administration of Performance Assurance.** Any Letter of Credit shall be subject to the following provisions:

(i) Unless otherwise agreed to in writing by the parties, each Letter of Credit shall be maintained for the benefit of the Secured Party. The Pledging Party shall: (A) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit; (B) if the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide either a substitute Letter of Credit at least twenty (20) business days prior to the expiration of the outstanding Letter of Credit; and (C) if a bank issuing a Letter of Credit shall fail to honor the Secured Party's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of the Secured Party either a substitute Letter of Credit that is issued by a bank acceptable to the Secured Party within one (1) business day after such refusal;

(ii) The Pledging Party may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit; and


(iii) With respect to each such Letter of Credit





irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as the Pledging Party's true and lawful attorney-in-fact with full irrevocable power and authority to act in the name, place and stead of the Pledging Party or in the Secured Party's own name, from time to time in the Secured Party's discretion, but only in strict adherence to the terms set forth in the Letter of Credit, for the purpose of taking any and all action and executing and delivering any and all documents or instruments which may be necessary or desirable to accomplish the purposes of this Paragraph 19.

- (e) **Exercise of Rights Against Performance Assurance.** In the event that:
- (1) an Event of Default with respect to the Pledging Party has occurred and is continuing, and all required notices have been given and any cure periods set forth in this Agreement have run; or
  - (2) the Agreement is terminated by any Party prior to the expiration of the term, a Secured Party may exercise any one or more of the rights and remedies provided under the Agreement or as otherwise available under applicable Kentucky law, including, without limitation, exercising any one or more of the following rights and remedies:
- (i) all rights and remedies available to a secured party under the Kentucky Uniform Commercial Code and other applicable Laws with respect to the Performance Assurance held by or for the benefit of the Secured Party;
  - (ii) the right to set off any Performance Assurance held by or for the benefit of the Secured Party against, and in satisfaction of, any amount payable by the Pledging Party in respect of any of its obligations; and
  - (iii) the right to draw in strict adherence with the terms on any outstanding Letter of Credit issued for its benefit. A Secured Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. The Pledging Party shall in all events remain liable to the Secured Party for any amount payable by the Pledging Party in respect of any of its Obligations remaining unpaid after any such liquidation, application and set off.
- (f) **Encumbrance; Grant of Security Interest.** As security for the prompt and complete payment of all amounts due or that may now or hereafter become due from a Party to the other Party and the performance of all covenants and obligations to be performed under this Agreement, each Party hereby pledges, assigns, conveys and grants to the other Parties, and hereby grants to

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continuing security interest in and to, and a general first lien upon and right of setoff against, all Performance Assurance which has been or may in the future be transferred to, or received by, the other Parties and each Party agrees to take such action as the other Parties reasonably request in order to perfect the other Party's continuing security interest in, and lien on (and right of setoff against), such Performance Assurance.

(g) **Guaranty.** Customer's obligations with regard to payment and the provision of Performance Assurance may be assumed by an affiliated guarantor of the Customer who shall be permitted to use its own Credit Rating from Standard & Poor's, Fitch or Moody's for purposes of calculating any Performance Assurance amounts due hereunder. Any such Guaranty shall be in a form substantially similar to that set forth in Appendix B and that is acceptable to EKPC and Cooperative in their respective sole and exclusive discretion. The Customer may substitute an affiliated entity as its Guarantor after having received the express written consent of EKPC and Cooperative, which shall not be unreasonably withheld, to do so. The existence of a Guarantor shall not relieve or excuse the Customer from any obligations set forth in this Agreement.

(h) **Customer Deposit.** In addition to all other payment and Performance Assurance obligations, the Customer shall, prior to [DATE] (and by December 31<sup>st</sup> of each subsequent year the Agreement is in effect):

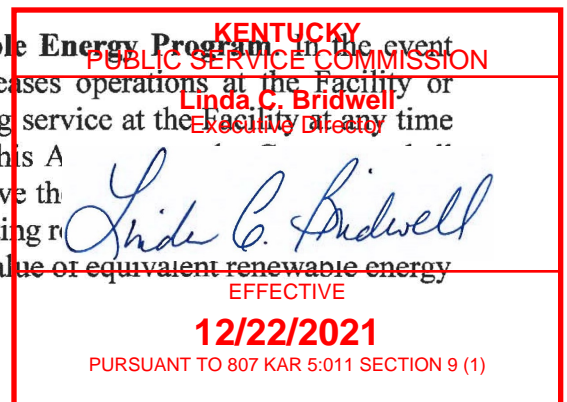
(i) Pay to Cooperative a sum equal to the amount necessary to purchase a bond or secondary insurance policy equal to the amount of two times the estimated monthly average [RATE SCHEDULE] billings; or

(ii) Provide a surety bond issued by any Certified Company listed on the most recent version of the U.S. Department of the Treasury's Circular 570 naming Cooperative as the beneficiary thereof and in an amount equal to two times the estimated monthly average [RATE SCHEDULE] billings.

(j) **Early Termination Payment Calculation.**

(i) **By Customer.** The Early Customer Termination Payment shall be the sum of:

(A) **Wholesale Renewable Energy Program.** In the event that the Customer ceases operations at the Facility or otherwise stops taking service at the Facility at any time within the Term of this A pay EKPC/Cooperative the levelized cost of existing renewable energy the forward market value of equivalent renewable energy



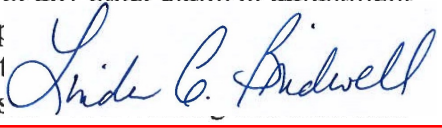
times the prior three years' average production times the shorter of the Agreement Term or the remaining years of the renewable energy contract term(s) within 30 days from the date the Customer ceases operations at the Facility or stops taking service at the Facility; and

- (B) **REC Program.** In the event that the Customer fails to purchase all RECs which have been ordered pursuant to the terms of this Agreement, the Customer shall pay EKPC/Coop the difference, if positive, of the sum paid for the RECs less the current market value of the RECs within thirty (30) days from the date the Customer's payment obligation became an Event of Default.
- (ii) **By EKPC.** The Early Supplier Termination Payment shall be the sum of:
- (A) **Wholesale Renewable Energy Program.** In the event that EKPC defaults on its obligation to sell renewable energy to Customer, other than as a result of a Force Majeure, at any time within the Term of this Agreement, EKPC shall pay Customer the difference, if positive, of the forward market value of equivalent renewable energy less the levelized cost of contracted renewable energy times the prior three years' average production times the shorter of the Agreement Term or the remaining years of the renewable energy contract term(s) (the "Supplier Early Termination Payment") within 30 days from the date EKPC defaults on its obligation to sell renewable energy hereunder; and
  - (B) **REC Program.** In the event that EKPC fails to supply all RECs which have been ordered pursuant to the terms of this Agreement, EKPC shall pay Customer the difference, if positive, of the sum paid by the Customer for RECs less the current market value of the RECs within thirty (30) days from the date EKPC's obligation to supply the RECs became an Event of Default.

20. **Disputes and Adjustments of Bills.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment rendered, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of 10 days to the other Party. Any invoice dispute or invoice adjustment shall not constitute a dispute under this Agreement.

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the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the rate of two percent (2%) over the stated rate for commercial paper as published in the Wall Street Journal on the date that notice of the Dispute is given, from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments. Any dispute with respect to an invoice is waived unless the other Parties are notified in accordance with this paragraph within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

21. **Resolution of Disputes.** Any dispute or need of interpretation between the Parties involving or arising under this Agreement first shall be referred for resolution to a senior representative of each Party. Upon receipt of a notice describing the dispute and designating the notifying Party's senior representative and that the dispute is to be resolved by the Parties' senior representatives under this Agreement, the other Parties shall promptly designate its senior representatives to the notifying Party. The senior representatives so designated shall attempt to resolve the dispute on an informal basis as promptly as practicable. If the dispute has not been resolved within thirty (30) days after the notifying Party's notice was received by the other Parties, or within such other period as the Parties may jointly agree, the Parties may pursue any remedies available at law or in equity to enforce its rights provided in the Agreement. Notwithstanding any inconsistent provision herein, any Party may be entitled to injunctive or other equitable relief without resort to the settlement or resolution procedures set forth herein.
22. **Representations and Warranties.** Each Party represents and warrants to the other Parties that:
- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
  - (b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
  - (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary officers and directors of the Party, and it is not in violation of any of the terms and conditions in its governing documents, and it does not violate any law, rule, regulation, order or the like applicable to it, except as set forth herein;


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- (d) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms;
- (e) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt;
- (f) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;
- (g) no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;
- (h) it is acting for its own account, has made its own independent decision to enter into this Agreement and, as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of any other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;
- (i) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all renewable energy and to purchase all RECs referred to herein; and
- (j) the material economic terms of this Agreement were and are subject to individual negotiation by the Parties.

23. **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of renewable energy and the sale of renewable energy is dependent upon numerous factors, including many which are beyond the control of EKPC and the Cooperative. EKPC and the Cooperative shall not be responsible or liable for any disruption or prevention of the production of renewable energy from any generation resource that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third-parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) governmental actions, such as necessity for compliance with any court or administrative order, law, statute, ordinance, regulation, order, or policy having the effect of law promulgated by a governmental authority having jurisdiction. In the event of any inability by EKPC or the Cooperative to acquire or deliver the renewable energy purchased herein, the Customer agrees to accept

  
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Cooperative under the terms and conditions of the Cooperative's tariffs and rate schedules in effect at such time(s).

24. **Limitation of Liability.** EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT EKPC AND THE COOPERATIVE HAVE MADE NO SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE RENEWABLE ENERGY TO BE PURCHASED HEREBY OR ANY FACILITIES ASSOCIATED WITH GENERATING, TRANSMITTING OR DISTRIBUTING SAME, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY EKPC OR THE COOPERATIVE IS EXPRESSLY LIMITED TO PURCHASING REPLACEMENT POWER FROM THE COOPERATIVE AT PREVAILING TARIFFED RATES.
25. **Notice.** All notices, requests, consents, and other communications required under this Agreement shall be in writing and will be mailed to the mailing address for each Party as set forth above. Notices will be deemed delivered upon the earlier of: (a) the date of actual receipt, with a copy thereof being sent concurrently by certified or registered mail, return receipt requested; (b) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid; or (c) the following business day after being delivered to a reputable overnight courier service. If for any reason, a Party's mailing address should change, that Party must notify the other Parties in writing of the change of address for notices to be sent.
26. **Regulatory Approvals.** The Agreement is subject to approval by the Commission. This Agreement shall be filed with the Commission by EKPC within twenty (20) days of its full and final execution and EKPC and Cooperative agree to use reasonable efforts to obtain said approval from the Commission. However, in the event that Commission approval is not obtained within one hundred twenty (120) days, the Agreement shall be null and void. This Agreement may also be filed with the United States Rural Utilities Service, however, such a filing would be for informational purposes only.





27. **No Agency.** In performing their respective obligations hereunder, no Party is acting, or is authorized to act, as agent of any other Party.
28. **Forward Contract.** The Parties acknowledge and agree that all sales of renewable power hereunder constitute “forward contracts” within the meaning of the United States Bankruptcy Code.
29. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
30. **Waiver of Trial by Jury.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.
31. **Jurisdiction.** Each party agrees that any suit, action, dispute or other proceeding arising out of the Agreement or any transaction contemplated by the Agreement shall be heard in, and hereby irrevocably submits to the exclusive jurisdictions of the Circuit Court of Clark County, and the United States District Court for the Eastern District of Kentucky, Lexington Division, and the related appellate courts. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth in the Agreement shall be effective service of process for any actions, suit, dispute or other proceeding described herein. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the aforementioned courts and the related appellate courts, and there by further irrevocably and unconditionally waives and

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Secretary

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any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

- 32. **Governing Law.** This Agreement shall be deemed to have been made in, and shall be construed under, the internal laws of the State of Kentucky, without regard to the principles of conflicts of laws thereof.

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

<CUSTOMER>

**LICKING VALLEY RURAL  
ELECTRIC COOPERATIVE  
CORPORATION**

\_\_\_\_\_  
CUSTOMER NAME (please print)

\_\_\_\_\_  
LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION  
REPRESENTATIVE NAME  
AND TITLE (please print)

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
SIGNATURE

**EAST KENTUCKY POWER  
COOPERATIVE, INC.**

\_\_\_\_\_  
<TITLE>, EAST KENTUCKY POWER  
COOPERATIVE, INC. (please print)

\_\_\_\_\_  
SIGNATURE

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**Linda C. Bridwell**  
Executive Director



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**APPENDIX A**  
**ORDER SUMMARY**

**Renewable Energy Resources (If Applicable)**

Customer's Average Annual Energy Consumption = \_\_\_\_\_ MWhs per year

Amount of Renewable Energy to be Purchased = \_\_\_\_\_ MWhs per year

Equivalent MWs of Capacity to be Purchased = \_\_\_\_\_ MWs

**Renewable Energy Credits (If Applicable)**

Amount of Renewable Energy Credits to be Purchased (Choose One) =

\_\_\_\_\_ % of Customer's monthly energy consumption\*\*;

\_\_\_\_\_ Dollars per month; or

\_\_\_\_\_ MegaWatt Hours per month\*\*

Types of Renewable Energy Credits to be Purchased (check all that apply):

\_\_\_\_\_ Solar \_\_\_\_\_ % of RECs

\_\_\_\_\_ Wind \_\_\_\_\_ % of RECs

\_\_\_\_\_ Hydro \_\_\_\_\_ % of RECs

\_\_\_\_\_ Landfill Methane Gas \_\_\_\_\_ % of RECs

\_\_\_\_\_ Biomass \_\_\_\_\_ % of RECs

\_\_\_\_\_ Least-Cost Resource \_\_\_\_\_ % of RECs

Check here to utilize Renewable Energy Credits in addition to Renewable Energy Resources

\*\* REC Price requiring additional approval: \$ \_\_\_\_\_ (month)

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**APPENDIX B**

**FORM OF GUARANTY**

**GUARANTY AGREEMENT**

This is a GUARANTY AGREEMENT (the “Guaranty Agreement”), dated and effective as of January \_\_, 2020, by and between: **East Kentucky Power Cooperative, Inc.**, a Kentucky corporation with its principal offices at 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”), Licking Valley Rural Electric Cooperative Corporation, a Kentucky corporation with its principal offices at 271 West Main Street, West Liberty, Kentucky (“Cooperative”); and \_\_\_\_\_, a \_\_\_\_\_ corporation with its principal offices at \_\_\_\_\_ (“Guarantor”).

**Recitals**

**WHEREAS** [CUSTOMER]. (“Customer”) has entered into a Commercial and Industrial Power Agreement with Renewable Energy Power and/or Renewable Energy Credit Purchases, dated \_\_\_\_\_, with EKPC and Cooperative (the “Industrial Power Agreement”), pursuant to which Customer has made certain promises and covenants and has certain payment and performance assurance obligations; and

**WHEREAS** the Industrial Power Agreement requires Customer. to post varying amounts of performance assurance under certain circumstances involving its credit rating from Standard & Poor’s or Moody’s; and

**WHEREAS** Customer may use the credit rating of an affiliate who agrees to guaranty its payment and performance assurance obligations under the Industrial Power Agreement; and

**WHEREAS**, Guarantor, a corporate affiliate, parent, subsidiary or other entity or entities under common control with Customer, agrees to be Customer’s guarantor under the Industrial Power Agreement, thereby substituting its credit rating for that of Customer and reducing the amount of performance assurance required under the Industrial Power Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Guaranty of Payment and Performance.** The Guarantor, intending to be bound as an accommodation party for Customer, absolutely and unconditionally guarantees to EKPC and Cooperative, their respective successors, endorsees, transferees and assigns, the prompt performance by Customer of all of Customer’s payment and performance assurance obligations under the Industrial Power Agreement (collectively, the “Guaranteed Obligations”).

2. **Obligations Unconditional.** This is an unconditional payment and performance. If for any reason Customer fails to observe its obligations under this undertaking or condition (whether affirmative or negative) in the

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be performed or observed by Customer, or if any event of default occurs thereunder and any required notice has been given and any cure period has run, the Guarantor shall promptly perform or observe or cause to be performed or observed each such obligation, undertaking or condition, or be responsible for the damages occasioned by such default, regardless of any set-off or counterclaim which Customer may have or assert, and regardless of whether or not EKPC or Cooperative, or anyone on their behalf, shall have instituted any suit, action or proceeding or exhausted their remedies or taken any steps to enforce any rights against Customer, or any other person to compel such performance or to collect all or any part of such amount pursuant to the provisions of the Industrial Power Agreement, or at law or in equity, or otherwise, and regardless of any other condition or contingency. The liability of the Guarantor shall be for the entire amount of the Guaranteed Obligations, jointly and severally with that of Customer.

3. **Waivers and Agreements.** The Guarantor hereby unconditionally:

(a) Waives any requirement that EKPC or Cooperative first seeks to enforce its remedies against Customer or any other person or entity before seeking to enforce this Guaranty Agreement against the Guarantor.

(b) Covenants that the Guarantor's obligations under this Guaranty Agreement will not be discharged except by complete payment and performance of all the Guaranteed Obligations existing under the Industrial Power Agreement.

(c) Agrees that this Guaranty Agreement shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of, the Industrial Power Agreement; or any limitation of the liability of Customer thereunder; or any limitation on the method or terms of payment or performance assurance thereunder which may now or hereafter be caused or imposed in any manner whatsoever.

(d) Waives any obligation that EKPC or Cooperative might otherwise have to marshal assets or to proceed against any particular persons or assets in any particular order.

**IT IS THE INTENTION OF THE GUARANTOR THAT THIS AGREEMENT CONSTITUTE AN ABSOLUTE AND UNCONDITIONAL GUARANTY IN ANY AND ALL CIRCUMSTANCES, AND THIS GUARANTY AGREEMENT SHALL BE DISCHARGED ONLY BY THE PERFORMANCE IN FULL OF ALL OF THE GUARANTEED OBLIGATIONS.**

4. **Waiver of Notice.** The Guarantor waives notice of acceptance of this Guaranty Agreement by EKPC and Cooperative, notice of execution and delivery of this Guaranty Agreement, and any other guaranty agreement, or any instrument referred to in such documents. The Guarantor further waives, to the fullest extent permitted by applicable law, each and every notice to which the Guarantor would otherwise be entitled under principles of guaranty or suretyship law. Without limiting the generality of the foregoing, waives all notices and defenses whatsoever with respect to this Guaranty Agreement, and with respect to the Guaranteed Obligations, including, but not limited to:

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Cooperative's acceptance of this Guaranty Agreement or its intention to act, or its action, in reliance upon this Guaranty Agreement; notice of the present existence or future incurring by Customer of any of its Guaranteed Obligations or any other obligations or liability or any terms or amount thereof or any change therein; notice of any default (whether to the Guaranteed Obligations or of any other obligation or liability) by Customer or any accommodation party, co-maker, surety, pledgor, mortgagor, grantor of security, any other guarantor(s) or any other person or entity; notice of the obtaining or release of any guaranty or surety agreement (in addition to this Guaranty Agreement), pledge, mortgage, security interest, assignment, or other security for any of the Guaranteed Obligations; notice of dishonor; notice of nonpayment; notice of acceleration of the Guaranteed Obligations; notice of the making of a demand for payment of the liability or obligations of Customer; presentment and notice of presentment; protest and notice of protest; demand and notice of demand; nonpayment and notice of nonpayment; notice of the disposition of any collateral held to secure the Guaranteed Obligations; and any other notice required by law or otherwise.

5. **Subrogation.** The Guarantor agrees not to exercise any right which may have been acquired by way of subrogation under this Guaranty Agreement, by any payment made hereunder or otherwise, unless and until all of the Guaranteed Obligations, including, but not limited to, all obligations, undertaking or conditions to be performed or observed by Customer pursuant to the Industrial Power Agreement, shall have been performed, observed or paid in full. If any payment shall be made to the Guarantor on account of such subrogation rights at any time when such obligations, undertakings or conditions have not been performed, observed or paid in full, the Guarantor shall pay each and every such amount to EKPC or Cooperative if any amount is outstanding under the Industrial Power Agreement, to be credited and applied upon any of the obligations, undertakings or conditions to be performed, observed or paid pursuant to the Guaranty Agreement.

6. **Maximum Aggregate Liability and Termination.** For purposes of KRS 371.065: (a) the amount of the maximum aggregate liability of the Guarantor hereunder is the sum of all payment and performance assurance obligations of Customer as specified and calculated in the Industrial Power Agreement, plus all interest accruing on the Guaranteed Obligations and fees, charges and costs of collecting the Guaranteed Obligations, including reasonable attorneys' fees; and (b) this Guaranty Agreement shall remain in full force and effect until, and shall terminate on the date which the Industrial Power Agreement also terminates; provided, however, that termination of this Guaranty Agreement on such termination date shall not affect in any manner the liability of the Guarantor with respect to: (i) claims by EKPC or Cooperative against Customer which arise under the Industrial Power Agreement prior to such termination date; or (ii) Guaranteed Obligations created or incurred prior to such termination date, and extensions or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, such Guaranteed Obligations prior to, on or after such termination date.

7. **Miscellaneous.**

(a) This Guaranty Agreement shall be binding on the Guarantor's successors and assigns, and shall inure to the benefit of the Guarantor and Cooperative and their respective successors, transferees and assigns.



holder of any indebtedness, obligation or liability of Customer constituting all or a portion of the Guaranteed Obligations.

(b) EKPC and Cooperative may enforce this Guaranty Agreement with respect to one or more breaches either separately or cumulatively.

(c) This Guaranty Agreement may not be modified or amended without the prior written consent of each Party hereto, and any attempted modification or amendment without such consent shall be void.

(d) This Guaranty Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws (without regard to the conflicts of laws rules) of the Commonwealth of Kentucky.

(e) If any part, term or provision of this Guaranty Agreement is unenforceable or prohibited by any law applicable to this Guaranty Agreement, the rights and obligations of the Parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or if it is totally unenforceable, as if this did not contain that particular part, term or provision. A determination in one jurisdiction that any part, term or provision of this Guaranty Agreement is unenforceable or prohibited by law does not affect the validity of such part, term or provision in any other jurisdiction.

(f) The headings in this Guaranty Agreement have been included for ease of reference only and shall not be considered in the construction or interpretation of this Agreement.

(g) This Guaranty Agreement may be signed by each Party hereto upon a separate copy, and in such case, one counterpart of this Guaranty Agreement shall consist of enough of such copies to reflect the signature of each Party.

(h) This Guaranty Agreement may be executed by each party in multiple counterparts, each of which shall be deemed an original. It shall not be necessary in making proof of this Guaranty Agreement or its terms to account for more than one such counterpart.

(i) In the event that any of the Guaranteed Obligations arise out of or are evidenced by more than one obligation or liability of Customer to EKPC or Cooperative, this Guaranty Agreement may be enforced as to each separate liability or obligation constituting a Guaranteed Obligation, either separately or cumulatively.

(j) Guarantor acknowledges and agrees that any suit, action or proceeding with respect to or arising out of this Guaranty Agreement shall only be brought in: the Circuit Court of Clark County Kentucky, or Morgan County, Kentucky, and the United States District Court for the Eastern District of Kentucky, Lexington Division, and the related appellate court; and Guarantor hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and Guarantor waives a by reason of domicile. Guarantor hereby irrevocably waives an now or hereafter have to the laying of venue of any suit, action or

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of the above-described courts or that any such suit, action or proceeding has been brought in an inconvenient forum.

**(k) TO THE EXTENT PERMITTED BY APPLICABLE LAW, GUARANTOR HEREBY VOLUNTARILY AND INTENTIONALLY WAIVES ANY AND ALL RIGHT GUARANTOR NOW HAS, OR MAY HAVE IN THE FUTURE, TO A TRIAL BY JURY ON ANY CLAIM, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY AGREEMENT.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set forth above.

**EAST KENTUCKY POWER  
COOPERATIVE, INC.**

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

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

**LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION**

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

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

**[GUARANTOR]**

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

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



FOR All Counties Served

PSC KY NO. 1  
Original SHEET NO. 60  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

Licking Valley Rural Electric Cooperative Corporation  
(NAME OF UTILITY)

**RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION**

(N)

**APPLICABLE**

In all territory served by Licking Valley Rural Electric Cooperative Corporation ("Licking Valley RECC").

**AVAILABILITY OF SERVICE**

Community Solar Power is available to Licking Valley 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 Licking Valley 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 Licking Valley RECC, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to Licking Valley RECC a license fee upon entering into a License Agreement for a portion of the capacity of the solar generating facility. The license fee shall equal the net present value of the capital and financing costs of each participating Customer's percentage of the solar generating facility.

The Customer may offset up to one hundred percent (100%) of his or her energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.

**METERING**

DATE OF ISSUE January 31, 2017  
MONTH / DATE / YEAR  
DATE EFFECTIVE March 02, 2017  
MONTH / DATE / YEAR  
ISSUED BY:   
SIGNATURE OF OFFICER  
TITLE: President & CEO  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

FOR All Counties Served

PSC KY NO. 1  
~~Original~~ SHEET NO. 61  
CANCELLING PSC KY NO. \_\_\_\_\_  
SHEET NO. \_\_\_\_\_

Licking Valley Rural Electric Cooperative Corporation  
(NAME OF UTILITY)

EKPC shall provide metering services, without any cost to the Licking Valley 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.

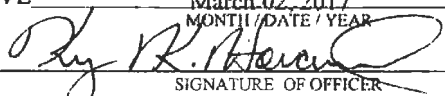
(N)

**PANEL PRODUCTION CREDITS**

Participating Customers will be credited monthly by Licking Valley 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 Licking Valley RECC. The credit for those SRECs will accumulate over a calendar year and will be credited to the Customer in equal installments over a twelve (12) month period beginning on April 1<sup>st</sup> of the following year, along with interest accrued at the rate set forth by the Commission for customer deposits.

Costs for operating, maintaining, insuring and paying taxes on the solar generating facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth below. In the event that any significant investment (i.e. a replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.

DATE OF ISSUE January 31, 2017  
MONTH / DATE / YEAR  
DATE EFFECTIVE March 02, 2017  
MONTH / DATE / YEAR  
ISSUED BY:   
SIGNATURE OF OFFICER  
TITLE: President & CEO  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
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**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**  
*Talina R. Mathews*  
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**3/2/2017**  
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FOR All Counties Served

PSC KY NO. 1

Original SHEET NO. 62

CANCELLING PSC KY NO. \_\_\_\_\_

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

Licking Valley Rural Electric Cooperative Corporation  
(NAME OF UTILITY)

(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 Licking Valley 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**

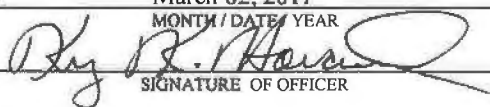
The fuel adjustment clause is not applicable to the Community Solar Power Generation program.

**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 Licking Valley RECC's service territory the credit may be transferred to the new location. If the Customer moves to a new location outside Licking Valley RECC's service territory or his or her membership in Licking Valley RECC is terminated for any reason, the Customer may transfer the license and credits to another Customer within Licking Valley 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 Licking Valley RECC may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to Licking Valley RECC at the time of termination of membership or service, Licking Valley RECC may continue to accrue the Panel Production Credit to reduce and eliminate the outstanding balance prior to making any designated transfer of the license to a different service address or customer. The Customer is responsible for informing Licking Valley RECC of any changes in the service location for which the credits are to be associated.

DATE OF ISSUE January 31, 2017  
MONTH/DATE/ YEAR  
DATE EFFECTIVE March 02, 2017  
MONTH/DATE/ YEAR  
ISSUED BY:   
SIGNATURE OF OFFICER  
TITLE: President & CEO  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

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**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**  
*Talina R. Mathews*  
**EFFECTIVE**  
**3/2/2017**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR All Counties Served

PSC KY NO. 1

Original SHEET NO. 63

CANCELLING PSC KY NO.

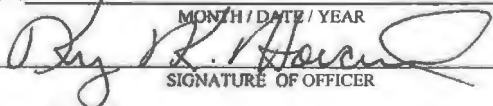
SHEET NO.

Licking Valley Rural Electric Cooperative Corporation  
(NAME OF UTILITY)

**COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT**

(N)

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 Licking Valley 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  
MONTH / DATE / YEAR  
ISSUED BY:   
SIGNATURE OF OFFICER  
TITLE: President & CEO  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

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**Talina R. Mathews**  
**EXECUTIVE DIRECTOR**  
*Talina R. Mathews*  
EFFECTIVE  
**3/2/2017**  
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# COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Licking Valley Rural Electric Cooperative Corporation, with its principal place of business at 271 Main Street, P.O. Box 605, West Liberty, Kentucky 41472 ("Cooperative"), and the following identified person ("Customer"), who is a Member of Cooperative:

Customer/Licensee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Service Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

## 1. License.

1.1. Subject to the terms and conditions set forth in this Agreement, Cooperative hereby grants to Customer a license (each, a "License") to receive the Panel Production Credits (as defined below) allocated to each of the following solar panels identified by Serial Number (each, a "Solar Panel") during the Term:

Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____
Serial Number: _____	Serial Number: _____

(If additional panels are licensed, attach additional sheets listing the Serial Number(s) as necessary.)

1.2. The foregoing solar panel(s) will be in service at East Kentucky Power Cooperative, Inc.'s ("EKPC") Community Solar Facility ("Solar Facility") located at 4775 Lexington Road, Winchester, Kentucky. Cooperative, as a Member of EKPC has been granted the right to license said panels. Customer acknowledges and agrees that EKPC retains sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel. Customer also acknowledges that EKPC may, in its sole discretion, with any make, model, brand or type of solar panel as EKPC may elect, in its sole discretion, on notice to Cooperative of such change. In the event a Solar Panel is changed, updated information, including the new Serial Number, make, model and specifications of the Solar Panel will be provided to Cooperative by EKPC. Cooperative is new information to Customer.

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1.3. During the Term (as defined below), Customer will receive the Panel Production Credit for each Solar Panel as a credit on Customer's monthly bill for electricity provided by Cooperative at the Service Address set forth above (the "Service Address"), which address must be located within Cooperative's service territory.

Only metered residential, commercial and industrial accounts will be permitted to receive the Panel Production Credit. Exterior lighting accounts are not eligible to participate in the program. A separate License Agreement with a Customer is required for each specific Service Address.

The License granted to the Customer hereunder is limited to the receipt of the Panel Production Credits referred to above, and includes no other rights except as specified herein.

2. **Consideration.** As consideration for the License granted to Customer pursuant to this Agreement, the Customer will pay to Cooperative a license fee in the sum of \$460.00, per Solar Panel listed above. Said fee shall be delivered and payable to Cooperative, upon the execution of this Agreement, (the "License Fee").

3. **Term.** Each License shall be effective beginning on the date of this Agreement, and will continue for a period of twenty-five (25) years ("the "Term"), subject to early termination as provided in this Agreement.

4. **Cooperative Obligations.** Cooperative agrees to:

4.1. Provide Customer with any updates in the event of any changes pursuant to Section 1.2 of this Agreement.

4.2. Relay any necessary information to Customer regarding the operation and maintenance of the community solar facility it receives from EKPC. Cooperative will not be the owner or operator or provide any maintenance on the community solar facility and is only able to offer participation to its customers because of its Membership status with EKPC. Each solar panel subject to this License will remain the sole property of EKPC. EKPC will be the sole loss payee listed on any insurance policies related to the solar panel(s) listed in this Agreement.

5. **Panel Production Credits.** The Panel Production Credit for each Solar Panel will be defined, calculated and distributed as follows:

5.1. For each solar panel licensed by the Customer, the Customer shall receive a monthly Panel Production Credit consisting of: A) the sum of: 1) the Final Energy Production Credit; 2) the Panel Capacity Credit; and, 3) if elected, the Solar Renewable Energy Credit ("SREC"); minus B) an Operations and Maintenance Debit. Each of these components shall be based upon the panel production and costs attributable to the Customer's licensed solar panels.

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- 5.2. **Final Energy Production Credit:** The actual electric energy production for the entire Community Solar Facility will be recorded in kilowatt hours on a monthly basis (“Facility Power Production”). This Facility Power Production will then be allocated to each Solar Panel by dividing the Facility Power Production by the total number of active solar panels in the Community Solar Facility to determine the Final Energy Production Credit. This Final Energy Production Credit is the basis for the energy portion of the Panel Production Credit applied to the Customer’s bill. The monthly credit applied to Customer’s bill will be the Final Energy Production Credit for each Solar Panel licensed by Customer pursuant to this Agreement multiplied by the value of the real-time locational marginal price for energy at the EKPC Office Substation node during each hour of the day as established by PJM Interconnection, LLC (“PJM”).
- 5.3 **Panel Capacity Credit:** The capacity value of the entire Community Solar Facility shall be determined by the applicable PJM Base Residual Auction for capacity and associated rules and tariffs of PJM. The capacity value of the entire Community Solar Facility shall be divided by the total number of active panels in the Community Solar Facility to determine the Panel Capacity Credit. The Panel Capacity Credit shall be determined on an annual basis and credited to the Customer in twelve equal installments.
- 5.4 **Solar Renewable Energy Credit:** Customer understands and agrees that EKPC will  sell or  retire (choose one) any SRECs associated with the solar panel(s) covered under this Agreement. The value of any SRECs sold in a calendar year that are attributable to the entire Community Solar Facility will be credited in an amount proportional to the Customer’s licensed capacity in the Community Solar Facility, in equal monthly amounts, to the Customer’s electric utility bill the following calendar year, starting April 1 of the following year through March 31 of the next year. (For example, any SRECs sold or retired in 2016 would be credited to the Customer’s account on a monthly basis beginning April 1, 2017 through March 31, 2018.). The Customer shall be paid interest on the accumulated SREC sales at the rate established by the Kentucky Public Service Commission for customer deposits. ***If the Customer elects to have the SRECs retired, the Customer will not receive the SREC credit. If the Customer elects to sell the SRECs, the Customer forfeits the right to claim production of solar energy.***
- 5.5 **Operations and Maintenance Debit:** Costs for operating, maintaining, insuring and paying taxes on the solar generation facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth above. In the event that any significant investment (i.e. replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.
- 5.6 The Panel Production Credit will be set forth each month as a credit on the Customer’s bill, beginning with the bill covering the next full billing cycle. The date of the bill shall be: 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 the Cooperative be required to convert

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



the Panel Production Credit to cash. Any excess Panel Production Credit can be carried forward to offset a later billed amount.

5.7 Unless the Customer agrees, in writing, to transfer the Panel Production Credit arising from this Agreement to another approved address in accordance with Section 8 of this Agreement, the Panel Production Credit will remain associated with the Service Address identified in Section 1.3 regardless of occupancy or ownership changes at that location. In the event the applicable service location associated with this Agreement is removed and/or not in service, the Customer must contact Cooperative to determine the service address to which the Panel Production Credits will be assigned. Until the Panel Production Credits are assigned, any accruing Panel Production Credits will be forfeited.

6. **Solar Panel License Cancellation and Termination.** In the event that the: A) Customer ceases to be a Member of Cooperative and fails to timely transfer this Agreement to another member of Cooperative in accordance with Section 8 of this Agreement; or B) Customer's service is disconnected for any lawful reason, Cooperative may elect to cancel the License for one or more of the Customer's licensed solar panels. Such cancellation will occur as follows:

6.1. Cooperative will notify Customer of Cooperative's election to exercise its cancellation right, and such notification will include the Solar Panel Serial Number for each License to be cancelled (the "Cancellation Notice"). The Cancellation Notice shall be set forth in writing.

6.2 Cooperative shall refund the license fee paid by the Customer in an amount of the license fee multiplied by a factor of  $0.92^n$ , where n is the number of full plus partial years the license was in effect prior to cancellation. The Customer shall also be entitled to any accrued Panel Production Credits that existed as of the date of cancellation. However, if there is any outstanding balance owed to Cooperative, then Cooperative may retain the license fee and continue to accrue Panel Production Credits to reduce and eliminate the outstanding balance.

6.3 The cancellation shall be effective as of the date that the Cancellation Notice is delivered by Cooperative.

6.4 At the end of the twenty-five (25) year Term, this Agreement shall terminate without further action by either Party and the Customer shall not be entitled to any cancellation refund.

6.5 Upon cancellation of a license or the termination of this Agreement, Cooperative will have no further obligations to Customer with regard to the Community Solar Facility, the Solar Panel(s) or the Panel Production Credits.

7. **Additional Acknowledgements.** The Parties further acknowledge

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Talina R. Mathews  
EXECUTIVE DIRECTOR

*Talina R. Mathews*  
and agree that.

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- 7.1. Customer will not have access to the Community Solar Facility or any Solar Panel, for any purpose, unless otherwise agreed to in advance by Cooperative and EKPC in their sole discretion. EKPC will have sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel.
- 7.2. Customer may license multiple Solar Panels, provided, however, that the Service Address cannot be credited with more than one hundred percent (100%) of its energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.
- 7.3. Customer may not require Cooperative to repurchase the License for any Solar Panel. In the event Customer desires to assign or transfer the License for one or more Solar Panels), Cooperative may provide Customer with reasonable assistance in finding an assignee or transferee for such License, but Cooperative is under no obligation to provide such assistance, to find an assignee, or to permit Customer to assign the License other than in compliance with this Agreement.
- 7.4. Except as expressly provided in this Agreement, Customer may not sell, assign, gift, bequeath or otherwise transfer any License for a Solar Panel to any other individual or entity.
- 7.5 **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of solar energy and the sale of solar energy, generation capacity and SRECs is dependent upon numerous factors, including many which are beyond the control of Cooperative or EKPC. Neither Cooperative nor EKPC shall be responsible for any disruption or prevention on the production of solar energy from the licensed Solar Panels that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third-parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) governmental actions such as necessity for compliance with any court or administrative order, law, statute, ordinance, regulation, order, or policy having the effect of law promulgated by a governmental authority having jurisdiction.
- 7.6 **Limitation of Liability.** EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER COOPERATIVE NOR EKPC HAVE MADE ANY SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE OPERATION, PRODUCTION, CONFIGURATION, LIFECYCLE OR ANY OTHER ASPECT OF THE LICENSED SOLAR PANEL(S) INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. TO THE EXTENT ANY REPRESENTATIONS AND WARRANTIES HAVE BEEN MADE, UNLESS EXPRESSLY SET FORTH HEREIN CUSTOMER

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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 Public Service Commission terminates, if a transfer does not occur within sixty (60) days, the license shall be terminated in accordance with Section 6 of this Agreement.

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**EXECUTIVE DIRECTOR**  
*Taina R. Mathews*  
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**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.

Licking Valley Rural Electric Cooperative Corporation

\_\_\_\_\_  
 CUSTOMER NAME (please print)

\_\_\_\_\_  
 LICKING VALLEY RECC REPRESENTATIVE  
 NAME AND TITLE (please print)

\_\_\_\_\_  
 CUSTOMER SIGNATURE

\_\_\_\_\_  
 SIGNATURE



**Form for Filing Rate Schedules**

Licking Valley Rural Electric  
Cooperative Corporation  
Post Office Box 605  
West Liberty KY 41472

For All Territory Served

P.S.C. No. 3

Original Sheet No. 1

**Name of Issuing Corporation**

**Kentucky Energy Retrofit Rider**

**AVAILABILITY**

The KY Energy Retrofit Rider (Rider) is a voluntary tariff available to customers for the purpose of improving resource efficiency and reducing energy consumption and net customer bills. The Rider is only available to qualifying customers taking service under Schedule A – Residential, Farm, Small Community Halls, and Church Service; Schedule B – Commercial and Small Power Service; Schedule LP – Large Power Rate.

**Definitions:**

Agent – party acting on behalf of the company as defined under Kentucky law.

Company – utility Company implementing the tariff.

Contractor – The individual or company installing a Retrofit.

Customer – The purchaser of utility services at a property that includes a Retrofit or who is applying for a Retrofit. May be an owner or a tenant.

Owner/Landlord – The owner of the property where the retrofit is being installed. May also be the Customer of the utility, or just the landlord.

Retrofit – the energy efficiency improvement being funded as part of utility service, including efficiency improvements to new construction.

Retrofit Project Charge – The monthly payment from the Customer to the Company covering the Retrofit service/amortization.

Terms and Conditions – Any and all regulations, guidelines, and agreements under which the Company provides service to the Customer.

**RETROFIT INVESTMENT AND REPAYMENT TERMS**

1. No up-front investment is required by Customers. The initial cost of approved efficiency measures will be paid by the Company or its Agent.

Date of Issue April 09, 2015

Date Effective April 09, 2015

Issued By [Signature] General Manager/CEO

Issued by authority of an order of the Public Service Commission of Kentucky

Case No 2015-00012. Dated April 09, 2015

<b>KENTUCKY</b>
<b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH
<u>[Signature]</u>
EFFECTIVE
<b>4/9/2015</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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For All Territory Served

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**Name of Issuing Corporation**

2. The Retrofit repayment obligation shall be assigned to the premises and will survive changes in ownership and/or tenancy.
3. Retrofit program costs shall be recovered through a monthly line item Retrofit Project Charge on the utility bill.
4. The Retrofit Project Charge shall be part of the Company's charges for basic utility service. Failure to make payment may result in disconnection in accordance with the Company's approved Terms and Conditions.
5. The Retrofit Project Charge must be less than ninety (90) percent of the estimated average savings associated with the investment.
6. Company or its Agent will be responsible for estimating resource savings and developing a Conservation Plan upon which the Retrofit Project Charge will be based.
7. Although the Company and its Agent(s) expect that all Customers will receive lower monthly utility bills, there is no guarantee of savings.
8. If a Retrofit measure is reported to be faulty, the Company or its Agent will assess (verify the failure), suspend Retrofit Project Charges to the degree that savings are compromised, initiate and verify repairs, assign cost to responsible party and reinstitute Retrofit Project Charges.
9. When an account is closed, the outstanding balance of the Retrofit obligation remains with the meter/facility until the account is reopened combined with another account/service or its meter/facility is transferred to a new Customer, at which time Retrofit repayments will resume as part of service to that meter/facility until paid in full.

**CONSERVATION PLAN**

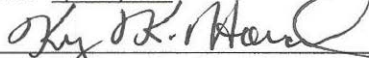
The Conservation Plan will be developed by the Company or its Agent and specify measures recommended by the Company to the prospective Retrofit Customer.

The Conservation Plan includes:

- Plan Scope – The Conservation Plan will include a detailed description of each retrofit option proposed. The estimated and maximum amounts of financing the Company/its Agent would pay/invest towards each retrofit would be identified. If energy savings are not completely justified on a cost basis, the Conservation Plan will include the amount Customer would pay or invest to 'buy down' the remaining project balance to what can be amortized by energy savings/on-bill repayment. There will also be a financial summary of the amount projected on-bill repayments including: amount of cumulative program amount

Date of Issue April 09, 2015

Date Effective April 09, 2015

Issued By  General Manager/CEO  
Issued by authority of an order of the Public Service Commission of Kentucky  
Case No 2015-00012 Dated April 09, 2015

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PUBLIC SERVICE COMMISSION

JEFF S. BRADEN  
EXECUTIVE DIRECTOR

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TARIFF BRANCH

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Brent Kirtley

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**Form for Filing Rate Schedules**

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**Name of Issuing Corporation**

of cumulative interest repaid; amount of cumulative principle repaid; and total amount to be repaid over the life of the investment.

- Estimated Resource Savings – The modeled change(s) in cost of resources consumed at the premises attributable to the efficiency measure(s) recommended. The Company or its Agent will be solely responsible for savings estimates and will use generally accepted modeling software and techniques.

Retrofit Project Charge – The charge to be included on Customer’s utility bill based on the cost of the proposed measure(s) and the resulting savings. The Company will be solely responsible for calculating the Retrofit Project Charge utilizing its standard economic model of discounted cash flows. To the extent available, Company will incorporate grants and low-interest funds into calculation of Retrofit Project Charges for the benefit of Customers who meet qualifying guidelines of such funding sources. In calculating the Project Charge, the Company may add five (5) percent of the capitalized cost of proposed projects as bid by contractors or vendors to offset Retrofit program costs. The annual interest rate used to calculate the Retrofit Project Charge shall be no more than the cost of the capital used by the capital provider to finance the project.

- Audit Fee – A Customer or Landlord may be charged a \$200 Audit Fee for complete Conservation Plans. The charge will be waived for program participants or when the Conservation Plan yields less than \$1,000. in improvements that can be paid for by the Company through the program. The charge will be assessed no sooner than (90) days after the Conservation Plan has been provided to the Customer.
- Number of payments – The number of periods for which Retrofit Project Charge will apply at the premises. In no case shall the duration of the Retrofit Project Charge exceed seventy-five (75) percent of the estimated life of measure or fifteen (15) years, whichever is less.
- In the event that multiple measures are being completed as part of a Conservation Plan, the Project Charge will not appear on the Customer’s bill until all measures have been completed.

A Customer’s and Landlord’s signature on the Retrofit Agreement shall indicate acceptance of the Conservation Plan.

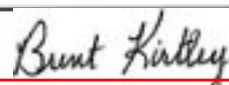
“BUY DOWN” ALTERNATIVE

Date of Issue April 09, 2015

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Issued By  General Manager/CEO

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No 2015-00012. Dated April 09, 2015

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

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**Form for Filing Rate Schedules**

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Cooperative Corporation  
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West Liberty KY 41472

For All Territory Served

P.S.C. No. 3

Original Sheet No. 4

**Name of Issuing Corporation**

A Customer or Landlord may elect to “buy down” the cost of implementing an efficiency measure so that the Retrofit Project Charge will be less than the average estimated monthly savings. In this way, measures that might not otherwise yield sufficient economic savings to pay for themselves may still be approved. Prior to Company approval of a Conservation Plan that includes one or more uneconomic measures, the Customer or Landlord or a third party must agree to pay the amount required to buy down said measure(s) such that the Retrofit charge is no greater than ninety (90) percent of the estimated savings.

NEW STRUCTURES

A Customer or Owner may utilize this Rider to install high efficiency equipment or measures in new structures. The tariff may cover only the incremental cost between the lowest allowable or “standard” efficiency equipment or measure required in the structure and the higher efficiency equipment or measures chosen by the Contractor, Customer or Owner. Under any circumstances, the Retrofit Project Charge, to appear on the participant’s bill must be less than the average estimated cost of resources saved by purchase of the higher efficiency equipment or measures.

RESPONSIBILITIES

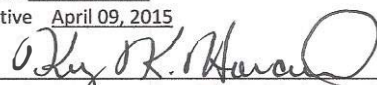
Responsibilities, understandings and authorizations of the Customer, Company, landlord (if applicable) and Contractor shall be evidenced by this Rider and written agreements, notifications and disclosures/consents, the forms of which are incorporated into this Rider by reference.

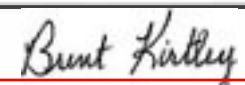
The Company/its Agent(s) will:

1. market and administer the program,
2. prequalify eligible locations,
3. perform energy audits to produce the Conservation Plans,
4. certify and maintain a list of Contractors, and arrange for a certified Contractor to install retrofit measures,
5. act as Customer’s representative in verifying suitability of proposed retrofits, estimated savings, satisfactory installation of retrofit measures, and evaluating ongoing performance or need for repair of measures,
6. file UCC disclosures with County Clerk for each location,
7. disclose pre-existing retrofit investment benefits and costs to new Customers.

Date of Issue April 09, 2015

Date Effective April 09, 2015

Issued By  General Manager/CEO  
Issued by authority of an order of the Public Service Commission of Kentucky  
Case No 2015-00012 Dated April 09, 2015

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

<b>EFFECTIVE 4/9/2015</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Form for Filing Rate Schedules**

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Cooperative Corporation  
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Original Sheet No. 5

**Name of Issuing Corporation**

The Company will not be liable for any decisions or actions taken by its Agent, including but not limited to selection of measures, savings estimates, decisions on repairs or extending payment terms to collect missed payments and repair costs, or injury or damage to homes related to installation or use of retrofit measures.

The Company will not be liable for any failure by the previous occupant, building owner or landlord to disclose a Customer's payment obligation.

Company will not be liable for Contractor's work. Any verification by the Company or its Agent and request that the Company initiate Retrofit charges in no way limits the installing Contractor's and product manufacturer's liability as per contractual agreement with the Company/its Agent and under State law.

The written agreements include:

- KY Retrofit Purchase Agreement – Establishes permission and terms for program participation, clarifies charges involved in the program, roles and responsibilities of each party, and notification requirements. Customer responsibilities include signing agreement to participate, providing access to the Company, its Agent and retrofit Contractor(s) for audit, retrofit, inspection and repairs, payment of retrofit charges included in utility bills, becoming informed about routine operation of retrofits, informing the Company if an installed retrofit measure fails or malfunctions, being responsible for all costs associated with Customer damage or neglect and accepting cost for out-of-warranty repairs. Owner responsibilities include agreeing to have retrofit installed, maintaining retrofits, written notification to prospective tenants or purchasers of the property so new occupants sign that they are informed of the energy investment burden on the meter, and fulfillment of Customer responsibilities any time metered location is in the Owner's name. Residential locations will have repayment terms of up to 15 years, while commercial property locations will have a maximum repayment term of 10 years and require loan security on investments greater than \$20,000.
- Master Contractor Agreement – Establishes that the contractor agrees to do the work as specified in the Conservation Plan. If the contractor needs to deviate from the Conservation Plan, the contractor will secure written authorization from the Company in advance. The Contractor is responsible for all aspects of his/her work, energy savings if provided, and all permits, insurance coverage warrantees, bonding and representation. The Contractor shall charge more than the final approved estimate for the work performed.

Date of Issue April 09, 2015

Date Effective April 09, 2015

Issued By [Signature] General Manager/CEO  
Issued by authority of an order of the Public Service Commission of Kentucky  
Case No 2015-00012. Dated April 09, 2015

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PUBLIC SERVICE COMMISSION

JEFF B. BROUEN  
EXECUTIVE DIRECTOR

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TARIFF BRANCH

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Brent Kirtley

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**Form for Filing Rate Schedules**

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P.S.C. No. 3

Original Sheet No. 6

**Name of Issuing Corporation**

that the Company is not responsible for the contractor's work, but the Company does act as an intermediary in attempting to resolve any disputes.

Date of Issue April 09, 2015

Date Effective April 09, 2015

Issued By *Ray H. Harce* General Manager/CEO  
issued by authority of an order of the Public Service Commission of Kentucky  
Case No 2015-00012 Dated April 09, 2015

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

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**4/9/2015**

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P.S.C. No. 3

Original Sheet No. 7

**Name of Issuing Corporation**

TRANSITION IN ROLES

Unless otherwise specifically set forth in a standard Retrofit purchase agreement made part of this Rider, responsibility for outstanding Retrofit obligations falls on the successor party when the roles of the Customer, Owner or tenant change, provided the required disclosure is made and consent to assume the obligation is obtained. For example: If a tenant purchases and apartment complex, that individual assumes the obligations of Owner if disclosure is made and consent is obtained.

FAILURE TO MAKE REPAYMENT

The Customer or Landlord is obligated to pay for overall utility service which includes both the electric service provided and the repayment of the energy efficient investment as presented on the monthly bill. In the event no payment is made and the total monthly bill become past due, then delinquency will be handled in accordance with the Company's approved Terms and Conditions.

OTHER

1. This Rider applies to Retrofit measures permanently installed as fixtures at the premises. Portable efficiency products such as commercial lighting may be included where preapproved and documented by the Company/its Agent. The Company will solely determine which measures or products may be included in the Retrofit Program.
2. Measures will be owned by the capital provider for tax or carbon credit purposes until Retrofits have been fully paid off, however if tax credits can only be applied for by Customer, than Customer shall retain eligibility.
3. The Company or its Agent will determine the eligibility of a Customer based upon the Customer's bill payment history with the Company, projected energy savings and program capacity. At its sole discretion, the Company may determine a property is not eligible for the program and does not qualify for this Rider if:
  - a. The structure has an expected life shorter than the payback period, or
  - b. The structure does not meet applicable public safety or health codes.

Date of Issue April 09, 2015

Date Effective April 09, 2015

Issued By *John K. Harlan* General Manager/CEO  
Issued by authority of an order of the Public Service Commission of Kentucky  
Case No 2015-00012 Dated April 09, 2015

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
<b>EFFECTIVE 4/9/2015</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Form for Filing Rate Schedules**

Licking Valley Rural Electric  
Cooperative Corporation  
Post Office Box 605  
West Liberty KY 41472

For All Territory Served

P.S.C. No. 3

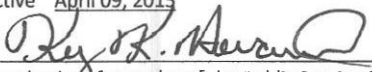
Original Sheet No. 8

**Name of Issuing Corporation**

- 
- 4. At its sole discretion, the Company will determine the maximum Retrofit program investment in any year.
  - 5. The initial term of the Retrofit Purchase Agreement may be extended by the Company or its Agent to recover its costs for out-of-warranty repairs or missed payments.
  - 6. If a location is dormant for more than one year, or the underlying facility has been destroyed, any outstanding retrofit balance net of insurance reimbursement may be charged as less in accordance with the Company's approved Terms and Conditions.

Date of Issue April 09, 2015

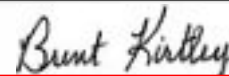
Date Effective April 09, 2015

Issued By  General Manager/CEO  
Issued by authority of an order of the Public Service Commission of Kentucky  
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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

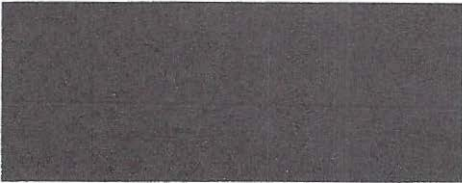
TARIFF BRANCH



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**4/9/2015**

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



Location ID:	
Name	
OwnerName	
Phone	
Assessor	
Date	7/18/2011

### How Your Home Uses Energy

model baseline	Elec	Gas	Propane	Wood/Coal
Heating	8,380 kWh	0 kBTU	23769 kBTU	0 kBTU
Cooling	2850 kWh	0 kBTU	0 kBTU	
Base	11900 kWh	0 kBTU	0 kBTU	
<b>Total (yr)</b>	<b>23,130 kWh</b>	<b>0 kBTU</b>	<b>23,769 kBTU</b>	<b>0 kBTU</b>
	22400 kWh	0 kBTU	23769 kBTU	0 kBTU

Your home uses energy for heating, cooling, and base load (which is everything that is not heating or cooling).

### How Your Home Could Save Energy

- Install Moisture barrier 6 mil plastic lap up on wall 12 and seal.
- Spray 1.5" of closed cell on Rim Joist
- Install R-19 insulation in floor where missing or damaged.
- Spray 1.5" of closed cell on crawl wall
- Spray 1" of closed on Cathedral End Walls
- Remove old blow in. Spray 1.5" closed cell foam and put back blown and add to 15"
- Replace HVAC Heating with New HVAC Heating System.
- Replace HVAC Cooling with New HVAC Cooling System.
- Reduce air leakage to BAS or 70% below that number.

<u>Savings from Baseline:</u>	<u>Savings from Actuals:</u>	<u>Conversions to Fuel</u>	<u>Current Rates</u>	<u>Projected Savings (yr)</u>
7354 kWh (Elec)	6,624 kWh (Elec)	6,624 kWh	0.12 /kWh	\$795
0 kBTU (Gas)	0 kBTU (Gas)	0 therms	2.00 /Therm	\$0
23769 kBTU (Propane)	23,769 kBTU (Propane)	256 Gal	2.88 /Gal	\$736

Based on savings from insulation and air seal only due to calibration.

**Projected Avg Energy Savings (mo) \$128**  
before monthly HowSmart Charge

### Financing

**\$12,067.00** Cost of Improvements (est):

**\$10,067.00** Utility Contribution

\$15,452 Not to Exceed Amount (90% of Savings)

**\$2,000.00** Kentucky Home Performance

@ 3%  
over 15 years

**\$75**

Monthly Charge

59% of projected savings

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EXECUTIVE DIRECTOR

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Kentucky Retrofit Rider Conservation Plan / Purchase Agreement

GENERAL

Location Number [REDACTED]  
Date of Assessment 7/18/2011  
Utility [REDACTED]

Account # [REDACTED]

Owner Information

CUSTOMER INFORMATION

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

15	Financing Term (Years)
6624	Projected Savings (kWh)
\$74.81	Calculated Monthly Payment
\$12,067.00	Value of Measures*
\$2,000.00	Kentucky Home Performance

1. RETROFIT MEASURES

\$10,067.00	Amount paid by Utility
\$250.00	Data Management Contract Fee
\$515.85	Project Fee
\$10,832.85	Total Cost of Retrofit

2. INFORMATION ACCURACY

Customer and owner have made every effort to provide Company/its Agent with accurate information about the structure and its use to enable the Company to assess the energy efficiency of Customer's premises and equipment. Customer and owner acknowledge that the accuracy of the savings estimates above depend on the accuracy of information provided to the Company.

Customer's Initials \_\_\_\_\_  Owner's Initials \_\_\_\_\_

3. PURPOSE OF THIS AGREEMENT

This Agreement permits the Retrofit Measure(s) noted above to be installed on behalf of the Customer, in the Owners' building at the above property address with the above Location ID and obligates the Owner to disclose any payment requirement to future tenants and to any purchaser of these premises as described in Section 6.2 below. The agreement also describes the responsibilities, understandings and authorizations of Customers and Owners in implementing, maintaining, disclosing and paying for the above mentioned Retrofit measures.

4. CUSTOMER RESPONSIBILITIES AND UNDERSTANDING

4.1  Customer will provide access to premises to the Company/its agent, Contractor and their respective employees or subcontractors to install, inspect and/or repair Retrofit measures.

4.2  Customer shall make consecutive monthly payments specified above to the Company as part of the utility bill until all payments have been made or Customer no longer has an account with the Company. For portable Retrofit measures, all remaining payments will be due with the final bill.

4.3  Maintain the installed Retrofit measure(s) in place for at least as long as there are payments due under this Agreement unless otherwise agreed to by Company/its Agent. Customers will be responsible for all required maintenance and out of warranty repairs.

4.4  Customer shall notify the Company if any of the above Retrofit measures stop working. The Company/its Agent will verify Retrofit failure, assess repair need/cause and authorize the repair. The Company/its agent may suspend Customer's Retrofit Project charges while repairs are being made, to the degree that energy savings are compromised. Contractors and warranties will cover costs of repairs and defects in workmanship or equipment per contract and warranties. Customers will cover costs for customer damage, out of warranty repairs and any remaining repair costs. The Company/its Agent may increase the number of remaining Retrofit payments to recover repair costs not reimbursed, including administration.

Alternatively, Customer may repair Retrofit measures at Customer's expense and, if applicable, will be entitled to reimbursement from existing warranties.

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EXECUTIVE DIRECTOR

*Brent Kirtley*  
[Signature]

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# HowSmartKY Participating Contractor Master Agreement

Contractor Name: \_\_\_\_\_ Agreement Date: \_\_\_\_\_, 20\_\_\_\_

Contractor Mailing Address: \_\_\_\_\_

Contractor Employee Identification Number: \_\_\_\_\_

Contractor Phones - mobile: \_\_\_\_\_ day: \_\_\_\_\_ evening: \_\_\_\_\_

## 1. PURPOSE OF THIS AGREEMENT

The Contractor is engaged in the business of selling and/or installing resource saving equipment, products and services. By agreeing to the provisions of the HowSmart Program, the Contractor becomes a participating Contractor in the Program to install Energy Efficiency measures to improve the resource efficiency for Customers served by Company. This agreement describes roles, responsibilities, and understandings of the Contractor and the Company/its Agent(s).

## 2. CONTRACTOR RESPONSIBILITIES AND UNDERSTANDINGS

- 2.1 Contractor shall submit a binding bid for Energy Efficiency measures to the Company. Energy Efficiency measures may include equipment, products and/or services that result in resource savings and lower bills. Company will be solely responsible for determining whether proposed measures meet the general or economic criteria for inclusion in the HowSmart program.
- 2.2 Approved Energy Efficiency measures, specifications and costs for each project shall be as set forth in a Conservation Plan developed by Company/its Agent and subject to this Agreement. An executed Conservation Plan will be considered an instruction to Contractor to commence work.
- 2.3 Contractor understands that only non-portable efficiency measures installed on premises permanently anchored to a foundation are eligible unless explicitly included in conservation plan. Savings must be greater than the monthly Project Charge calculated by Company/its Agent.
- 2.4 Contractor shall be solely responsible for determining the materials and products to be installed, and the means and methods of installation. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, and other items necessary to satisfy the binding bid and meet the terms of this Agreement.
- 2.5 Contractor shall complete approved Energy Efficiency work in a timely manner. Upon completion, Contractor shall instruct Customer and Tenant(s), if applicable, on the proper use, operation and maintenance of Retrofit measures.
- 2.6 Contractor will provide for timely removal of debris resulting from installation or repairs of Retrofit projects unless otherwise stipulated in writing with the Customer.
- 2.7 Contractor is responsible for the conduct of its employees or agents. Contractor will be responsible for any costs associated with damage to property of Customer or Tenant(s) caused by its employees or agents.
- 2.8 Contractor will secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the work.
- 2.9 Contractor will give all notices and comply with all laws, ordinances, rules and orders of any public authority bearing on the performance of the work.
- 2.10 Contractor is obligated to make certain that its work conforms to all applicable federal, state and local laws, statutes, building codes and regulations, including but not limited to all applicable EPA/VOS and NEC rules and regulations.

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TARIFF BRANCH <i>Brent Kirtley</i>
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Attachment 4

Energy Efficiency Retrofit Project Charge  
Notification and Transfer of Obligation

**Energy retrofit measures were installed at this location to save on utility costs. A Retrofit Project Charge will appear on your monthly utility bill. The cost savings from the retrofit measures are estimated to be greater than the charges.**

**Read below to understand what this means.**

Property Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

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

Cost saving energy Retrofit measures have been installed at these premises through an on-bill financing program. These measures were installed to lower the utility bills. Your utility bills will include a monthly charge to pay for these energy Retrofit measures. The cost savings from reduced electricity consumption are estimated to be greater than the monthly charges.

Whoever pays the utility bills at this location will be required to make monthly payments to [Insert Utility Name Here] to pay for the cost-saving energy Retrofit measures installed here. Monthly charges will continue until the remaining balance has been paid. A UCC Financing Statement has been filed at the County Clerk's office to ensure a prospective purchaser is aware of this obligation. Either the buyer or seller may eliminate this obligation by paying off the remaining balance.

Utility usage data at this location may be shared with subsequent owners of the property to demonstrate the effectiveness of the Retrofit measures.

If you want more information, you can call [Insert Utility Name Here] ([Insert Utility Phone Number Here]) to learn about the:

- Specific Retrofit measures installed
- Monthly payment amount (Retrofit Project Charge)
- Number of payments remaining and outstanding balance
- Estimated cost savings

When you request utility service, a signed copy of this form must be submitted to [Insert Utility Name Here]. [Insert Utility Name Here] will provide a copy of the Purchase Agreement which outlines customer responsibilities, including:

- Making monthly payments
- If you rent, promptly reporting to your landlord if a Retrofit measure stops working
- If you own the property, maintaining the Retrofit measures in good working condition as long as payments are due

My signature below indicates that I have read or have had this form read to me. I understand my obligation to make monthly payments for the Retrofit measures installed at this location.

(Purchaser/Renter) Signature \_\_\_\_\_ Date \_\_\_\_\_

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**JEFF R. DEBOEN  
EXECUTIVE DIRECTOR**  
TARIFF BRANCH  
*Brent Kirtley*  
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(Purchaser/Renter) Name (print) \_\_\_\_\_

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**EXECUTIVE DIRECTOR**

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- 2.11 Upon post-installation inspection by Company/its Agent, Contractor agrees to replace any equipment or repair any condition resulting in Energy Efficiency measure performance failing to meet the specifications set forth in the Conservation Plan of any project. Contractor agrees to pay Company for the cost of follow-up inspections which result in rework. Any inspection by Company or initiation of Project Charge on responsible party's utility bill in no way limits either Contractor's or product manufacturer's liability as set forth herein or under Kentucky law.
- 2.12 Contractor shall purchase and maintain a minimum of \$1 million of such comprehensive general liability and other insurance which will provide protection from claims arising from the result of Contractor's performance on any Retrofit project. Contractor shall also maintain insurance coverage consistent with requirements of any regulatory or licensing body associated with the services provided. Any property damage or bodily injury claims related to the performance of this Agreement in excess of insurance limits or not covered by comprehensive liability, worker's compensation, or automobile liability insurance are the responsibility of the Contractor.
- 2.13 Contractor understands that an independent relationship has been created between Customer and Contractor. Contractor is not an employee or agent of the Company. Company will not be liable for personal injury or property damage caused by Customer, Tenant(s) (if different from Customer), Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by Contractor.
- 2.14 Contractor understands that Company's roles under this Agreement are limited to: (1) Providing efficiency guidance to Customer and Contractor, (2) Approving measures that qualify for the program (3) Inspecting to ensure quality and investigating when Customer's raise concern about performance of measures. (4)Facilitating payment to Contractor for approved Energy Efficiency measures, (5) Collecting Project Charge revenue from the party responsible for utility bills, and (6) Facilitating dispute resolution.
- 2.15 In the event of any dispute arising over the Retrofit program between Customers, Tenant(s) and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.
- 2.16 Contractor shall be responsible for ensuring that all utilities are properly located, marked and identified through utilization of and compliance with the requirements of the Kentucky One-Call "Dig Safe" program. Contractor is responsible for working around existing utilities and agrees to defend, indemnify and hold harmless Company and Customer for any and all claims for damages to such utilities.
- 2.17 Contractor understands that failure to abide by the terms of this Agreement may result in disallowance of Contractor's subsequent participation in the HowSmart program in addition to any other remedies afforded to offended parties. Any such disallowance shall be at Company's sole discretion.

**3. PAYMENT FOR RETROFIT PROJECTS**

- 3.1 Contractor should notify Company when work on a Retrofit Project is complete. When work is considered complete and satisfactory, Company will pay to Contractor and Customer jointly the outstanding balance of the amount agreed upon in the Conservation Plan. For projects with equipment purchases costing more than one-thousand (1,000) dollars, Company will pay Contractor in advance up to fifty (50) percent of the total project cost agreed upon in the Conservation Plan provided Contractor is bonded at or above the amount of the advance.
- 3.2 In lieu of supplying a bond, Contractor has the option of performing work and beginning final payment upon satisfactory completion, with check payable to Contractor.
- 3.3 Work shall be considered complete and satisfactory when Customer and Company have signed off that the work is complete and acceptable. Acceptance is signified by endorsement of the check written by Company jointly to Customer and Contractor for the approved Energy Efficiency measures. Company/it Customer/owner acceptance of work as a requirement for payment if it deems work acceptable.

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EXECUTIVE DIRECTOR**

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3.4 In the event the Company/its Agent documents that work has not been completed as specified in the Conservation Plan/work order, the Company/has the Contractor's permission to withhold from final payment a penalty amount of \$500 for each failed inspection conducted by the Company/its Agent.

**4. WARRANTIES**

4.1 Contractor will warrant to Customer that all materials and equipment furnished under this Agreement will be new, and that all work will be of good quality, free from faults and defects.

4.2 Contractor will guarantee its workmanship, including all parts and labor, for a period of one year from date of final payment and acceptance of the work.

4.3 Contractor warrants that the resource efficient products designed and installed by the Contractor will meet Customer's requirements.

4.4 Contractor will extend to Customer all manufacturer's warranties for material and equipment installed. Contractor agrees to provide copies of all warrantee information to Customer should such information exist. Said warranties will not in any way limit Contractor's obligations as set forth above.

**5. INDEMNIFICATION**

5.1 Contractor shall assume all liability and shall defend, indemnify and hold harmless Customer, Tenant, Owner and Company, individually, against all liability or loss and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the Agreement or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation and the defense of any such claims or actions.

5.2 In addition to the indemnification set forth above, Contractor agrees to indemnify, defend and hold harmless the Customer, Tenant, Owner, and Company and any and all of Company's officers, employees, contractors and agents from and against any costs or damages resulting from enforcement or nuisance actions brought by any governmental entity or third party arising from the handling, removal and/or disposal of Hazardous Materials from the project, such costs to include but not be limited to costs of remediation, fines, penalties, and legal costs incurred in the defense of such actions either in a court of law or an administrative proceeding including reasonable fees and disbursements of attorneys and consultants, property damage, personal injury and third party claims.

**6. TERMINATION**

6.1 This Agreement may be terminated either by Company or Contractor with seven (7) days written notice from one party to the other.

6.2 In the event of termination, Contractor will be paid for any work completed to the satisfaction of Customer, less the cost of Company's estimate of the additional cost that might be incurred in completing work in progress and started under this Agreement. Company may delay such payment until such time as another contractor has signed an agreement to complete the remaining work.

**7. CHANGES IN WORK**

7.1 Contractor shall not make changes to the work which either increase or decrease the Agreement price, without the written approval of Company and Customer. Said changes include but are not limited to substitutions, alterations of specified materials or equipment, relocations and replacements. Additional costs for such changes shall be borne by the Contractor. Proposed measures uneconomic and not acceptable as Energy Efficiency measures.

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7.2 The cost or credit resulting from such change shall be determined by lump sum, mutually agreed to by Company, Customer, Owner and Contractor and supported by substantiating data. If the parties are unable to agree, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter.

**8. MISCELLANEOUS PROVISIONS**

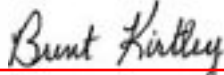
- 8.1 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.
- 8.2 This Agreement may not be assigned nor any of the rights and duties hereunder without the prior written consent of Contractor and Company.
- 8.3 Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by United States Postal Service, First Class Mail, to the addresses shown in this Agreement.
- 8.4 If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This agreement is governed by Kentucky law.

	Date		Date
COMPANY		CONTRACTOR	

Please submit the following other items along with this agreement:

\_\_\_\_ Proof of insurance, from your agent, naming the particular RECC that you are working with as additional insured.

\_\_\_\_ W-9 form

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The Company/its Agent may repair a measure that is not working and seek compensation from Customer or owner as appropriate or recover any costs that were not reimbursed after warranty payments are applied by increasing the number of Retrofit payments at this location. The Company/its Agent may likewise be reimbursed for maintenance costs required to keep systems operating as described above.

4.5 Capital Provider will own the installed Retrofit measures during the duration of payments by occupant, Customer will not apply for or claim tax or other credits which will be claimed by and belong to the Capital Provider.

4.6 In some cases, (where the portable equipment replaced belonged to the meter holder) Customers may relocate portable retrofit measures to another meter/account location also served by Company upon obtaining Company prior agreement in writing and transferring all outstanding balances for the relocated Retrofit measures to their new account .

4.7 Customer will make a good faith effort to participate in Retrofit program follow-up surveys for the purpose of evaluating the effectiveness of the Retrofit system and to provide information requested by the Public Service Commission and state Energy Office.

4.8 The Customer understands that an Independent Contractor-Customer relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of Company/its Agent. Company/its Agent will not be liable for personal injury, property damage or illegal activity caused by Contractor or Contractor's agents or employees. Company is not a guarantor of products and this Agreement does not limit Customer's rights regarding manufacturers, vendors and contractors.

4.9 Customer understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts nor refunds.

**5. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:**

5.1 Assign the Retrofit Tariff to this location which shall remain in full force until the final Retrofit obligation has been paid in full.

5.2 Be its representative to coordinate and facilitate the installation of the Retrofit measure(s) listed above and related work including arranging for repair or replacement if any of the Retrofit measures fail prior to the Customer making the final payment.

5.3 Enter into the Contractor Installation Agreement with the Contractor on Customer's behalf for the purpose of installing Retrofit measure(s) and related work.

5.4 Enter into change orders with Contractor on behalf of the Customer so long as the change orders do not increase the Customer's monthly payment amount under the terms of this Agreement. Customer understands that any change order that increases Customer's monthly payment amount under this Agreement must be agreed to in writing by Customer, the Owner, the Company/its Agent and the Contractor.

**6. CUSTOMER AUTHORIZES COMPANY/ITS AGENT TO:**

6.1 Owner agrees to assume all the above mentioned Customer Responsibilities, Understandings and Authorizations, including Retrofit repayment whenever utility service to the above reference service location is in the Owners' name.

6.2 Owner shall make all remaining Retrofit payments upon closing their utility account or upon sale of the property or disclose the Retrofit monthly payment obligation to the next customer. Owners renting out the above premises shall disclose monthly Retrofit payment obligation to all subsequent tenants until the obligation has been repaid. Failure to disclose will constitute permission by the Owner for the next customer to break a lease or purchase agreement for the premises within thirty (30) business days of applying for utility service. A signed copy of the New Customer Disclosure form will constitute proof of disclosure.

6.3 Owner will maintain installed Retrofit measures in place for at least as long as there are payments due under this Agreement and responsible for any required maintenance and for costs incurred from failure to properly maintain the Retrofit measure(s) .

6.4 Owner will be responsible for cost associated with owner damage.

6.5 Owner will obtain and maintain property insurance for casualty losses on the premises sufficient to ensure replacement of any measure installed under this program, or repayment of any outstanding Retrofit obligation if building/measure are not restored. Customer and owner agree to use any insurance claims payments to pay for replacement or repair of damaged measures with a reasonable deductible approved by Company/its Agent or to pay off any balance owed to the Company for Retrofit products installed in the premises.

6.6 Owner understands that this Agreement does not constitute a loan nor create any obligations under Kentucky law pertaining to consumer credit or mortgage financing. Early repayment of Retrofit obligations shall not result in any prepayment discounts.

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**JEFF DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

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6.7 Owner warrants that (s)he is the sole owner or represents all owners of these premises and is authorized to sign below. In this case, signee agrees to assume all responsibility for costs associated with the installation of Retrofit measures including but not limited to their installation, removal, premises repairs, and program costs.

**7. OWNER AUTHORIZES COMPANY/ITS AGENT TO:**

7.1 Arrange for installation of the Retrofit measures listed above and detailed in the Conservation Plan.

7.2 Assign the Retrofit Tariff to this premise. Owner understands repayment obligations will continue until such time Company has been fully reimbursed for costs itemized above. Owner has no repayment obligations at any time utility service is in the name of his/her current tenant or future tenants with this exception: Owner will assume the payment obligation any time a Retrofit measure is removed by Owner.

7.3 Owner may indicate a preferred Contractor among those qualified by the Company/its agent to install Retrofit measures. Owner authorizes the Company/its Agent to arrange for a qualified Contractor to install Retrofit measures. Owner understands that when an independent contractor installs Retrofit measures, an independent relationship has been created by virtue of the Contractor Master Agreement between Company/its Agent and Contractor. Contractor is not an employee or agent of the Company. Company/its Agent will not be liable for personal injury or property damage caused by Owner, Contractor or Contractor's agents or employees. Company is not a guarantor of products, materials, or work performed by contractor. This Agreement does not limit or increase Owner's rights regarding manufacturers, vendors and contractors.

7.4 Manage change orders consistent with the Conservation Plan. Any change that deviates from the approved Conservation Plan must be agreed to in writing by Customer, Owner, Company/its Agent, and the Contractor.

7.5 Issue payment for Retrofit products, materials and/or work when an independent contractor or vendor is used. (Labor or installation charges will not be reimbursed for self-installed measures). Payment made by Company does not guarantee the work performed by the Contractor. The Contractor is solely responsible for the installation of the Retrofit measure(s).

7.6 Obtain insurance (e.g., fire) or authorize its agent to obtain insurance at its cost on the premises sufficient to ensure Company or its financing agent recovers all costs associated with measure installation. Any insurance costs to be charged back to Customer are included in the Retrofit measure costs noted above.

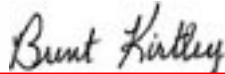
7.7 Record the attached UCC-1 Fixture Lien form at the County Clerk's Office to facilitate disclosure of Retrofit obligations to successor customers at this location.

**8. AGREEMENT DURATION, TERMINATION AND MISCELLANEOUS PROVISIONS**

8.1 This Agreement shall remain in full force and effect until the final Retrofit payment has been made, Customer closes the account at this location, or the Agreement is terminated by mutual consent of the parties.

No Retrofit payments will be due to Company until these premises are occupied but no later than three months after the completion of the work.

If the Customer breaches any of the terms of this Agreement, Customer shall reimburse Company for all costs incurred for Retrofit measures. Such costs include but are not limited to all costs for measures, installation, repair or replacement, administration, litigation, product subsidy, and interest. At its option, Company may recover these costs through payments to Company from customers at this location.

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

EFFECTIVE <b>4/9/2015</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

8.4 At Customer's request, at any time, Company will terminate this Agreement. Customer must pay all costs Company/its Agent incurs for these Retrofit measure(s).

8.5 No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement. Notice from one party to the other under this Agreement shall be deemed to have been properly delivered if forwarded by First Class Mail to Customer or Company addresses noted on this page. Company maintains a right of inspection and access for repair, upon reasonable notice and during normal business hours, of the Retrofit measure(s) installed pursuant to this Agreement for the duration of this Agreement. Any such inspection shall not be deemed as endorsement by Company/its Agent of work performed.

8.8 In the event of any dispute arising over the Retrofit program between Customers, Owners, and/or Contractors, Company will work with the disputing parties to obtain a mutually satisfactory resolution. In the event a satisfactory resolution cannot be reached, the dispute will be submitted to an arbiter of Company's choice. Responsibility for all costs of arbitration shall be allocated between the disputing parties as determined by the arbiter

8.9 Company's Retrofit program is subject to Kentucky Public Service Commission (PSC) jurisdiction and approved as Kentucky Energy Retrofit Rider.

8.10 The provisions of this Agreement shall benefit and bind the successors and assigns of Customer and Company. If any of this Agreement shall be held invalid or ineffective in whole or in part, such determination shall not be deemed to invalidate any of the remaining portions of this Agreement. This Agreement is governed by State law.

\_\_\_\_\_  
Name: Date: (Owner)

\_\_\_\_\_  
Name: Date: (Account holder - if different)

\_\_\_\_\_  
Name: Date: (Utility Representative)

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <i>Brent Kirtley</i>
EFFECTIVE <b>4/9/2015</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Next Steps**

1. Sign Purchase Agreement
  2. Select contractor and schedule the job
  3. Energy Specialist returns to inspect completed work
  4. Savings begin and installments charge appears on utility bill.
- If, after operation, any of the upgrades fail, the Utility will reevaluate the work.

**Acceptance:**

I understand that:

Values on previous page are estimates only and are not a guarantee of savings. Energy savings are a best-effort estimation calculated using a computer model. The model takes into account previous usage and characteristics of the house to determine usage and potential savings. Actual savings will vary depending on behavior, weather events, maintenance of the efficiency improvements, and future utility rates.

The Utility has explained what I can do to reduce my energy consumption including, but no limited to: thermostat and other equipment settings, the impact of lighting changes, and additional appliance or home investments not covered under How\$martKY™.

Value of the improvements (cost of work) is an estimate and will be verified with the selected contractor. Final monthly charge will be determined at the time of contractor selection. If final project cost is more than the "not to exceed" amount, then customer may opt out of the installation. Non-payment of the charge will be treated like non-payment of the utility bill potentially resulting in disconnection of service.

The Kentucky Energy Retrofit Rider (marketed as How\$martKY™) is a voluntary utility tariff that amortizes the cost of the efficiency improvement over the course of fifteen years or 75% of the expected life of the improvement (whichever is less) at a fixed interest rate. The expected cumulative cost to the customer over the course of the payback period of the improvements is as follows:

	<u>Estimate</u>	<u>Estimated Monthly Savings</u>	<u>Estimated Net Monthly Savings</u>
Fixed Monthly Charge	\$75	\$128	\$53
Capital Investment	\$10,067	Payback Period (years)	15
Data Management Contract Fee	\$250	Cost of Capital	3%
Project Fee(s)	5.00% \$516		
Total Interest over life of payback	<u>\$2,883</u>		
Total Cost over life of payback	\$13,466		

Account Holder: \_\_\_\_\_  
print name  
Date: \_\_\_\_\_

Owner: \_\_\_\_\_  
print name  
Date: \_\_\_\_\_



**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEBOEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE  
**4/9/2015**

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



**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

---

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
1d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtr name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

**ATTENTION: Attached to this form and included by reference to this document are the following;**  
**A. a copy of the current HowSmart™ Purchase Agreement; and**  
**B. a copy of the Kentucky Energy Retrofit Rider**

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> in the REAL ESTATE RECORDS [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	<input type="checkbox"/> ADDITIONAL FEE
8. OPTIONAL FILER REFERENCE DATA						



## Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. Filing office cannot give legal advice. Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, you are encouraged to use either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor name:** Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
  - 1a. **Organization Debtor.** "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
  - 1b. **Individual Debtor.** "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.

For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
  - 1c. An address is always required for the Debtor named in 1a or 1b.
  - 1d. Reserved for Financing Statements to be filed in North Dakota or South Dakota only. If this Financing Statement is to be filed in North Dakota or South Dakota, the Debtor's taxpayer identification number (tax ID#) — social security number or employer identification number must be placed in this box.
  - 1e, f, g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #; this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.
3. Enter information for Secured Party or Total Assignee, determined and formatted per instruction 1. To include further additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in Item 3 and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Officer Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

Note: If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public-Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.

Rate EM – Earnings Mechanism – Member Tariff

**Applicability**

In the service territory of Licking Valley Rural Electric Cooperative Corporation (“Licking Valley 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**

**Allocation of Excess Margins from EKPC.** EKPC will determine the allocation of the excess margin for the most recent calendar year and will prepare and provide to Licking Valley RECC a schedule showing the allocation of the excess margin for the most recent calendar year by EKPC rate class. Licking Valley 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.

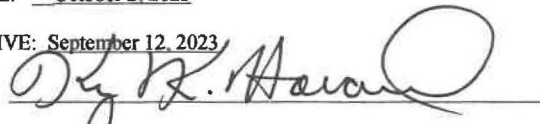
**Calculation of Bill Credit.** Licking Valley RECC will calculate the bill credit applicable to its retail members in the following manner:

- a. Licking Valley RECC will determine which of its retail rate schedules correspond with the EKPC wholesale rate classes. Using the same calendar year as EKPC, Licking Valley RECC will determine the total revenues for the set of its rate schedules that correspond with each EKPC rate class.
- b. Licking Valley 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 GENERAL MANAGER/CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**9/12/2023**

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

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

N  
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DATE OF ISSUE: October 2, 2023

DATE EFFECTIVE: September 12, 2023

ISSUED BY:



TITLE GENERAL MANAGER/CEO

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

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

<b>EFFECTIVE 9/12/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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**SCHEDULE PA – POLE ATTACHMENTS**

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***ARTICLE I – OVERVIEW***

**APPLICABLE**

To all territory served.

**AVAILABLE**

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

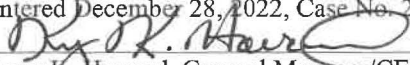
**REGULATION**

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

**APPENDICES**

This Schedule includes the following appendices:

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

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:   
Name/Title: Kerry K. Howard, General Manager/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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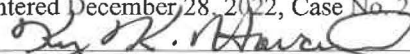
**12/28/2022**

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

**ARTICLE II – EXPLANATION OF TERMS**

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

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

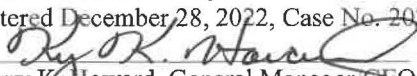
Issue Date: January 27, 2023  
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Issued by:   
Name/Title: Kerry R. Howard, General Manager/CEO

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

EFFECTIVE <b>12/28/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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

Issue Date: January 27, 2023  
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PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

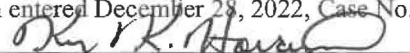


EFFECTIVE

**12/28/2022**

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

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

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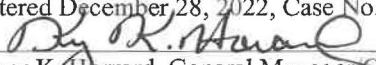
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- 3. In the event Cooperative installs a pole larger than the Standard Pole solely in anticipation of its future requirements or additions, the Supply Space for Cooperative, as defined above, for that pole shall be increased to include the additional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

**ARTICLE III – ATTACHMENTS TO POLES**

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

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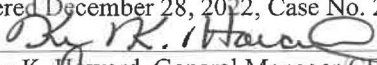
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- only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of APPENDIX B then in effect.
- C. Each Licensee shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to maintain all loads caused by its Attachments. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative. Anchors and guys shall be in place and in effect prior to the installation of Attachments. Each applicant/Licensee shall, with due diligence, attempt at all times to execute work promptly and in such manner as not to interfere with the service of Cooperative or an Outside Party.
  - D. Licensee shall exercise precautions to avoid damage to facilities of Cooperative and Outside Parties, and Licensee assumes responsibility for any and all loss or damage caused by Licensee's actions or failures to act, including those of its employees, agents, contractors, and subcontractors. Licensee shall make an immediate report to Cooperative upon Licensee's discovery of any loss or damage to facilities and, in addition to such other obligations as Licensee may have, hereby agrees to reimburse Cooperative for the reasonable costs and expenses incurred by Cooperative in addressing damage caused by Licensee.
  - E. To further the goals of communication and cooperation with Licensee and Outside Parties, the Cooperative may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

**ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES**

- A. APPLICATION. Before any person or entity shall make use of any Pole, such person or entity shall comply with the requirements set forth herein, including the submission in writing of the complete information required under APPENDIX A

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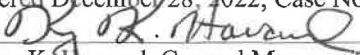
in the method and form reasonably required by Cooperative (the “**Application**”), and receive written authorization from Cooperative authorizing the specific use requested. Failure to request and receive Cooperative’s authorization as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.

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

**B. PROCEDURE**

1. Review for Completeness.

- i. Cooperative will review each Application for completeness before reviewing it on its merits. An Application is considered complete only if it provides Cooperative the information necessary under this Schedule and Appendix A to make an informed decision on

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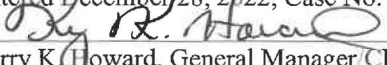
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the application and is accompanied by the prepayment of estimated survey costs consistent with Appendix E. Cooperative may treat multiple requests from a single applicant as one request if the requests are submitted within thirty (30) days of one another.

- ii. An Application will be considered complete unless, within ten (10) business days after Cooperative's receipt of same, Cooperative notifies the applicant that the Application is incomplete and specifies all reason(s) for so finding.

2. Surveys.

- i. Following its receipt of a complete Application, Cooperative will conduct a survey of the relevant Poles to determine if the proposed attachment(s) may be made and to identify any Make-ready to be completed to allow for the proposed attachment(s).
- ii. Except as otherwise provided herein, the following timeframes apply:
  - a. With respect to Lesser Volume Orders, Cooperative will complete the survey and either grant or deny the applicant access within forty-five (45) days of receipt of a complete Application.
  - b. With respect to High Volume Orders, Cooperative will complete the survey and either grant or deny the applicant access within sixty (60) days of receipt of a complete Application.
  - c. The parties shall negotiate in good faith the timing of all requests for attachment which exceed 1,000 Poles or one 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

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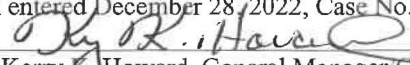
location of the inspection, and name of the contractor, if any, performing the inspection.

3. Make-Ready Estimates

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

4. Make-ready

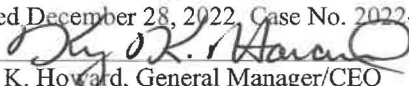
- i. Within seven (7) days (or sooner, if practical) of Cooperative’s receipt of payment for survey costs and the Make-ready Estimate, Cooperative will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.
  - a. For Make-ready in the Communications Space, the notice will be written and:
    - i. State where and what Make-ready will be performed;
    - ii. State a date for completion of Make-ready (which date will be no more than thirty (30) days after the notification is sent in the case of Lesser Volume Orders, and no more than seventy-five (75) days 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;

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

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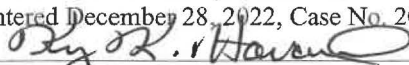
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5. Final Invoice

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

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

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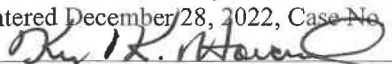
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Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage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

6. Deviations from Make-Ready Timeline

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

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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 Lesser Volume Orders or one-hundred and five (105) days in the case of High Volume Orders. No deviation will extend for a period for longer than necessary to complete Make-ready on the affected Poles.

7. Self-Help Remedy

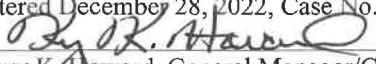
- i. Should Cooperative or an Outside Party decline or fail to complete its prescribed steps within the time limits established in this Schedule, then an applicant may elect to hire an Approved Contractor to complete the step as specified in this subsection.
- ii. Cooperative and any Outside Party to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

C. PROCEDURE (OTMR)

1. Review for Completeness.

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

2. Surveys.

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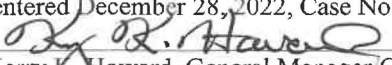


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- i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an Approved Contractor to conduct any survey pursuant to the OTMR process.
  - ii. An applicant shall allow Cooperative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

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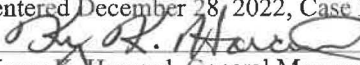


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- i. If an Application is approved by Cooperative and if the applicant has provided to Cooperative and relevant Outside Parties at least fifteen (15) days prior written notice of the necessary or appropriate Make-ready, the applicant may proceed with Make-ready. An applicant shall use Cooperative or an Approved Contractor to perform the Make-ready.
- ii. The prior written notice shall include the date and time of the Make-ready, a description of the work involved, and the name of the contractor or party being used, and provide Cooperative and Outside Parties a reasonable opportunity to be present for any Make-ready.
- iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
- iv. If an applicant/Licensee or Cooperative determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted Poles shall then be governed by section B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable.

5. Post Make-ready Timeline

- i. Licensee shall notify Cooperative and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
- ii. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment. If

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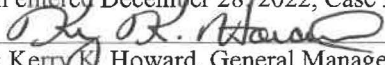
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Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill 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 overlash will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.
3. Any party that engages in overlash 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 overlash, or if

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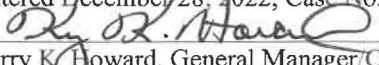
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- overlashing work causes safety or engineering standard violations, then the overlashing party shall be fully responsible at its expense for any necessary repairs.
4. An overlashing party shall notify Cooperative within fifteen (15) days of completion 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 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

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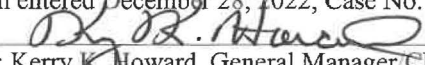
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not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Cooperative's Poles immediately after receiving notice from Cooperative of such circumstance and the Permit covering such 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 and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative.
- B. Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric distribution system, including but not limited to the Poles.
- C. CONTRACTORS (COMPLEX). Cooperative shall make available and keep up-to-date a list of contractors Cooperative has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Cooperative or a contractor from Cooperative's list to perform self-help work that is Complex or above the Communications Space.

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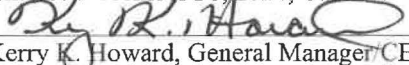
A Licensee may request (and Cooperative may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:

- i. The contractor has agreed to follow published safety and operational guidelines of Cooperative;
- ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
- iii. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules;
- iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Cooperative, as made available; and
- v. The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.

D. CONTRACTORS (SIMPLE). Cooperative may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Cooperative provides this list, then Licensee shall choose Cooperative or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.

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

1. Cooperative may disqualify any contractor chosen by an applicant that is not on the Cooperative's list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established above or to meet Cooperative's publicly available and commercially reasonable safety or reliability standards.

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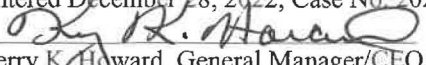
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Cooperative will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.

- 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 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

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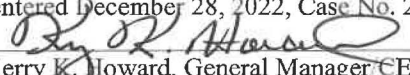
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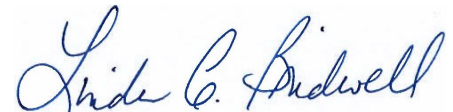
five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.

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

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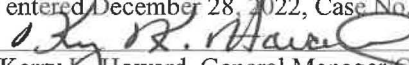
improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

- 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.

**ARTICLE VIII – DIVISION OF COSTS**

**A. DIVISION OF COSTS FOR POLES**

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

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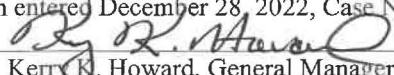


additions, the additional space provided by Electric Utility shall be reserved for Cooperative's sole use. Licensee may request documentation to validate the need for future space.

- vi. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Space.
- vii. Except as otherwise provided, Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

**B. DIVISION OF COSTS FOR VIOLATIONS**

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

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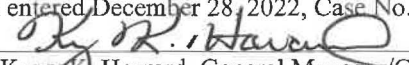
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obligations of indemnification hereunder. Licensee will not be responsible for the costs associated with violations caused by Cooperative or Outside Parties.

- 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 Make-ready costs necessary to permit the other party to use its own Space.
- viii. Cooperative shall not be obligated to pay Make-Ready costs for any initial or additional Licensee Attachment for which an APPENDIX A is not required.

**ARTICLE IX – UNAUTHORIZED ATTACHMENTS**

- A. If any Attachment is made without complying with this Schedule and is identified by the Cooperative or self-reported by the Licensee ("**Unauthorized Attachment**"), then, without prejudice to its other rights or remedies under this Schedule or at law, Cooperative shall require Licensee to submit a notification (via the designated electronic means, if any) within fifteen (15) business days to verify or deny the Unauthorized Attachment. Within sixty (60) days of the Licensee's verification, the Licensee shall submit an Appendix A, along with supporting engineering design data for each Unauthorized Attachment. If, upon review of Appendix A:
  - i. an Unauthorized Attachment exists *with no* violations, then the Licensee shall pay to the Cooperative a one-time fee of five (5) times the current

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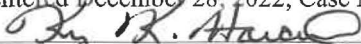
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- annual rental fee found in Appendix E and the Licensee will be granted a Permit for the attachment.
- ii. an Unauthorized Attachments exist *with* violations, then the Licensee shall correct all violations within 90 days or by a mutually agreed upon 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, 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

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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.

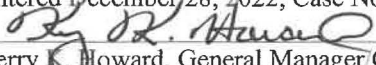
- B. If, for safety or reliability purposes, it is necessary for Cooperative to Transfer, Rearrange, remove, manipulate, or otherwise impact a Licensee’s attachment on an expedited basis, Cooperative may not provide Licensee with notice of its actions but may recover from Licensee the costs reasonably 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.

**ARTICLE XI – ADJUSTMENT PAYMENTS**

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

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

- A. If Cooperative, prior to affording a Licensee any rights pursuant to this Schedule, conferred upon Outside Parties, by contract or otherwise, rights or privileges to

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Name/Title: Kerry K. Howard, General Manager/CEO

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

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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**

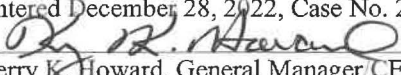
The failure or decision of Cooperative to enforce or insist upon compliance with any of the terms or conditions of this Schedule shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**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,

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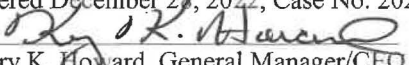
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generally recognized overnight delivery service, certified U.S. mail return receipt requested, facsimile, electronic mail, or designated electronic platform. Notices to Licensee shall be sent to its Designated Contact Person(s) for notices.

- C. Licensee agrees to join, utilize or acquire any notification or similar system or platform identified and utilized by Cooperative to facilitate communication and the delivery of required notices and efforts related to this Schedule, including but not limited to, any notices relating to new Attachments, Transfers, relocation, abandonment or maintenance work. Notices sent through Cooperative's system or platform shall be satisfactory notice under this Schedule.

**ARTICLE XVI - REMEDIES**

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

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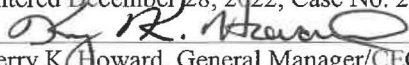
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until such time as such Attachments are removed and notice given thereof. The Licensee shall indemnify and hold Cooperative harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

**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.**

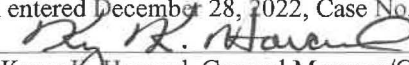
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**ARTICLE XVIII – INDEMNIFICATIONS AND LIMITATIONS ON LIABILITY**

- A. Licensee agrees to indemnify, defend and hold harmless Cooperative, its affiliates, directors, officers, member-owners, representatives and employees (collectively “**Indemnified Persons**”) from and against any and all claims, liabilities, losses, damages, costs, discovery requests, demands, judgments, actions, causes of action, disbursements and expenses in connection therewith (including, without limitation, the reimbursement of all such costs, fees, expenses and disbursements, including reasonable attorneys’ fees, as and when incurred, of investigating, preparing for, responding to or defending against any action, suit, proceeding, investigation, subpoena or other inquiry (whether or not Cooperative is a party to the proceedings or litigation at issue) in connection with actual or threatened actions) (“**Losses**”) relating to or arising out of Licensee’s activities under this Schedule, its presence on or near Cooperative’s property, or any action or inaction by Licensee, its employees, agents, contractors, subcontractors, or representatives related to the construction, installation, operation, maintenance, presence, replacement, upgrade, use, replacement, abandonment or removal of any attachment. Licensee’s liability for Losses shall include, but not be limited to, claims alleging damage to or loss of property; injury to or death of persons (including payments made under any workers’ compensation law or under any plan for employees’ disability and death benefits); power or communications outage, interruption or degradation; environmental damage; and violations of law, regulations, orders, or other applicable rules or requirements; provided, however that Licensee will not be liable under this indemnity to the extent any of the foregoing Losses are determined, in a final judgment by a court of competent jurisdiction, 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.

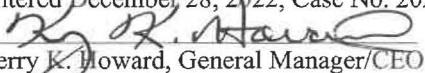
- E. Licensee expressly assumes responsibility for determining the condition of all poles and equipment to be accessed or otherwise worked on or near by its employees, agents, contractors, subcontractors or invitees, and to the fullest extent permitted by law, assumes all risks (except for risks arising 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.

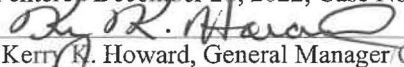
2. Commercial General Liability Insurance. Policy will be written to provide coverage for, but not limited to, the following: premises and operations, products and completed operations, personal injury, blanket contractual coverage, broad form property damage, independent contractor's coverage with limits 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. 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

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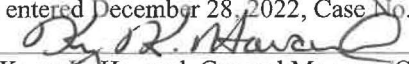


of all of its obligations under this Schedule and for the payment by the Licensee of any damages, claims, liens, taxes, liquidated damages, penalties, or fees due to Cooperative which arise by reason of the construction, installation, operation, maintenance, transfer, relocation, or removal of Licensee's Attachments or Communications Facilities on or about Cooperative's Poles. This shall include claims for damages to Cooperative Facilities caused by Licensee, or its contractors and agents. Cooperative shall have the right to draw funds from the bond to recover damages to Cooperative Facilities caused by Licensee, its contractors, or agents. Provision shall be made to permit Cooperative to draw against the bond. Licensee shall not use such bond for other purposes and shall not assign, pledge or otherwise use the bond as security for any other purpose.

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

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

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.

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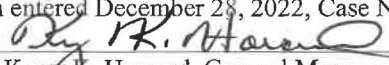
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E. Prohibited Exclusions. No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Schedule with Cooperative except as to infringement 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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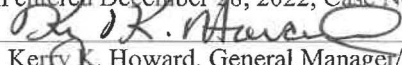


**ARTICLE XXII – FORCE MAJEURE**

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

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

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

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

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

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

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

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

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

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

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

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Name/Title: Kerry Howard, General Manager/CEO

**KENTUCKY PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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

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

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

**SECTION 3 - OTMR Contractor Information**

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

**Existing Attacher Information**

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

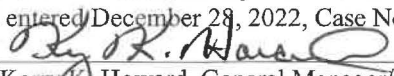
Attacher	Point of Contact	Phone or Email

**OTMR Transfer Work Information**

Field Supervisor		Additional Comments:
Title		
Phone		
Email		
Estimated Crew Size		

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

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

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:   
 Name/Title: Kerry K. Howard, General Manager/CEO

**KENTUCKY  
 PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
 Executive Director



**EFFECTIVE  
 12/28/2022**

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



**APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS**

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

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

B. Clearances

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

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

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

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

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

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

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

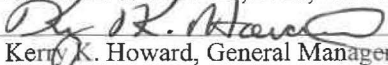
C. Anchors and Guys

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:   
Name/Title: Kerry K. Howard, General Manager/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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**12/28/2022**

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



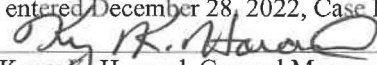
1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors must be guyed adequately.
2. Anchors and guy wires must be installed on each Cooperative pole where an angle or a dead-end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

D. Certification of Licensee's Design

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

E. Miscellaneous Requirements

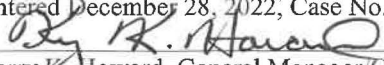
1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Cooperative.
2. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify Cooperative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

Issue Date: January 27, 2023  
Effective Date: December 28, 2022  
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Commission entered December 28, 2022, Case No. 2022-00106  
Issued by:   
Name/Title: Kerry R. Howard, General Manager/CEO

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

EFFECTIVE <b>12/28/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

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:   
Name/Title: Kerry K. Howard, General Manager/CEO

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

EFFECTIVE <b>12/28/2022</b> 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 with a principal office in, \_\_\_\_\_, hereinafter called Buyer, and \_\_\_\_\_, a company/corporation, with a principal office in \_\_\_\_\_, authorized to do and doing business in, \_\_\_\_\_, hereinafter called Seller.

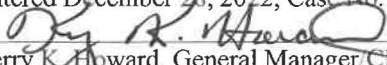
For and in consideration of the sum of \$ \_\_\_\_\_ to it in hand paid and other valuable considerations, payable to Seller in immediately available funds, the receipt of all of which is hereby acknowledged, Seller by these presents does hereby bargain, sell, demise, release and forever quitclaim to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

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

Additional locations on attached

This sale is subject to the following terms and conditions:

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

Issue Date: January 27, 2023  
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 Issued by:   
 Name/Title: Kerry K. Howard, General Manager/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE  
**12/28/2022**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

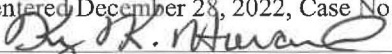
4. As used herein, "Environmental Laws" shall mean all Federal, State or local laws, regulations or ordinances having to do with the protection of health, welfare, the environment or workers, including, without limitation, the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery 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.

Issue Date: January 27, 2023  
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Name/Title: Kerry Howard, General Manager/CEO

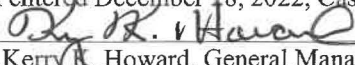
<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 12/28/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**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:   
Name/Title: Kerry A. Howard, General Manager/CEO

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

**APPENDIX E – FEES AND CHARGES**

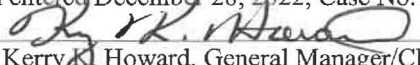
A. Payment of Fees and Charges. Licensee shall pay to Cooperative fees and charges and shall comply with the terms and conditions specified in the Schedule.

B. Payment Period. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Cooperative pursuant to this Schedule within (30) calendar days after Licensee is presented with this 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.

C. The applicable computation of payments and calculations as provided shall be made on or about January 1st of the calendar year in advance of the Attachment rental year, each party acting in cooperation with the other. For example, on or about January 1, 2023, Cooperative will issue the rental invoice for the rental period covering January 1, 2023 through December 31, 2023.

D. Annual Pole Attachment Fee per pole shall be as follows:

Two-party pole attachment	\$7.44
Three-party pole attachment	\$6.08
Two-party anchor attachment	\$7.98
Three-party anchor attachment	\$5.26
Two-party pole ground attachment	\$0.21
Three-party pole ground attachment	\$0.13

Issue Date: January 27, 2023  
Effective Date: December 28, 2022  
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Commission entered December 28, 2022, Case No. 2022-00106  
Issued by:   
Name/Title: Kerry K. Howard, General Manager/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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**12/28/2022**

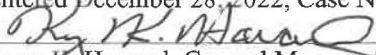
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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- E. Non-Recurring Fees and Charges:
1. Survey Fee (per pole): \$186.42
  2. Make Ready Charges: See Article VIII
  3. Miscellaneous Charges: See Article VIII
  4. Unauthorized Attachment Fee: See Article IX
  5. Safety Inspection Cost Share and Fees: See Article VII
  6. Inventory {Audit} Cost Share: See Article VII
  7. Timely Transfer Fees: See Article X

**BILLING:**

Rental charges shall be billed yearly in advance based on the number of pole attachments. The rental charges are net, the gross being five percent (5%) higher. In the event the current annual bill is not paid within thirty (30) days from the date of the bill, the gross rate shall apply.

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Issued by:   
Name/Title: Kerry R. Howard, General Manager/CEO

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

EFFECTIVE <b>12/28/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION

---

OF

POST OFFICE BOX 605

271 MAIN STREET

WEST LIBERTY, KENTUCKY 41472

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RATES-CHARGES-RULES-REGULATIONS

FOR FURNISHING

COGENERATION AND SMALL POWER PRODUCTION

POWER PURCHASE RATE SCHEDULE

AT

---

BREATHITT, LEE, MAGOFFIN, MENIFEE, MORGAN, ELLIOTT  
AND WOLFE COUNTIES KENTUCKY

---

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

KENTUCKY

---

DATE OF ISSUE: March 31, 2022

DATE EFFECTIVE: June 1, 2022

ISSUED BY:   
Kerry K. Howard  
General Manager/CEO

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

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**6/1/2022**

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 one of EKPC's member distribution systems 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.

**Rates**

The rates set forth below shall be used as the basis for negotiating a final purchase rate with qualifying facilities pursuant to Section 7 of 807 KAR 5:054.

- 1. Capacity - Qualifying Facility ("QF") may elect to receive capacity payments. Capacity payments will be modified by the applicable technology-specific Effective Load Carry Capability ("ELCC") published by PJM Interconnection, LLC ("PJM") for each base residual auction ("BRA") delivery year. Capacity payments are expressed in \$/kW-year.

2-year contract	\$0				
5-year contract	2024	2025	2026	2027	2028
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82

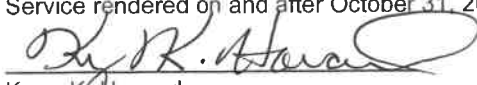
- 2. Energy – A QF will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market 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.

**DATE OF ISSUE:** March 31, 2023

**DATE EFFECTIVE:** Service rendered on and after October 31, 2023

**ISSUED BY:**   
Kerry K. Howard,  
General Manager/CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



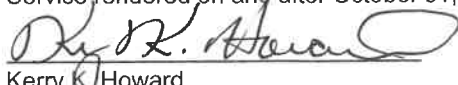
**EFFECTIVE  
10/31/2023**

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

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Over 100 kW from Dispatchable Generation Sources (continued)

4. QF shall provide reasonable default protection for EKPC and the member cooperative's system. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF. T N
5. QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
6. QF shall reimburse EKPC and its member cooperative 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. T
9. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
10. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
11. A QF electing to receive capacity payments is responsible for the cost of all facilities on the QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. T
12. In negotiating a final purchase rate, consideration shall be given to factors affecting purchase rates as set forth in 807 KAR 5:054, Section 7(5)(a).
13. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE: March 31, 2023  
DATE EFFECTIVE: Service rendered on and after October 31, 2023  
ISSUED BY:   
Kerry K. Howard,  
General Manager/CEO

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




LICKING VALLEY RURAL ELECTRIC  
COOPERATIVE CORPORATION

For Area Served  
P.S.C. No. 8  
Sixth Revised Sheet No. 3  
Canceling P.S.C. No. 8  
Fifth Revised Sheet No. 3

Information on this page was moved to page 2 effective November 1,  
2021. DEH 12/22/2021

DATE OF ISSUE: April 05, 2018  
DATE EFFECTIVE: Service rendered on and after March 27, 2018  
ISSUED BY:   
Kerry K. Howard,  
General Manager/CEO

Issued by authority of an Order of the Public Service Commission  
of Kentucky in Case No. 2017-00212 dated March 27, 2018.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 3/27/2018</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Cogeneration and Small Power Production**  
**Power Purchase Rate Schedule Equal To or Less Than**  
**100 kW from Dispatchable Generation Sources**

**Availability**

Available only to qualified cogeneration or small power production facilities with a design capacity of 100 kW or less which have executed a contract with EKPC and one of EKPC's member distribution systems for the purchase of electric power by EKPC. Qualified cogeneration or small power production facilities must be able to be dispatched by EKPC. Non-dispatchable qualified cogeneration or small power production facilities are covered under a separate tariff.

**Rates**

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2-year contract      \$0

5-year contract	2024	2025	2026	2027	2028
	\$37.68	\$38.90	\$40.17	\$41.47	\$42.82

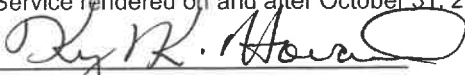
- Energy – A QF will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC's market participation costs.

**Terms and Conditions**

- All power from a QF will be sold only to EKPC.
- Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
- QF shall provide reasonable default protection for EKPC and the member cooperative's system. This includes, but is not limited to, collateral held by EKPC to mitigate PJM PAI non-performance charge payment default by the participating QF.
- QF shall design, construct, install, own, operate, and maintain the QF in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
- QF shall reimburse EKPC and its member cooperative for all costs incurred as a result of interconnecting the QF, including operation, maintenance, administration and billing.


**DATE OF ISSUE:**            March 31, 2023

**DATE EFFECTIVE:**        Service rendered on and after October 31, 2023

**ISSUED BY:**                  
Kerry K. Howard,  
General Manager/CEO

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

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE**  
**10/31/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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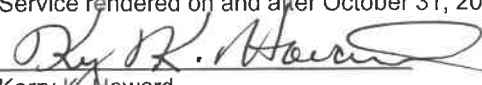
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Equal To or Less Than 100 kW from Dispatchable Generation Sources (continued)

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
7. Initial contract term shall be for a minimum of two years. T
8. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
9. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
10. A QF electing to receive capacity payments is responsible for the cost of all facilities on the QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. T
11. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

DATE OF ISSUE: March 31, 2023  
DATE EFFECTIVE: Service rendered on and after October 31, 2023  
ISSUED BY:   
Kerry K. Howard,  
General Manager/CEO

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

<b>EFFECTIVE 10/31/2023</b> 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 one of EKPC's member distribution systems 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.

**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

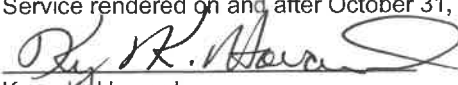
- 2. Energy – A QF will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market administration fee of \$0.00011 per kWh to cover EKPC's market participation costs.

**Terms and Conditions**

- 1. 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.
- 4. QF shall provide reasonable default protection for EKPC and the member cooperative's system. 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.

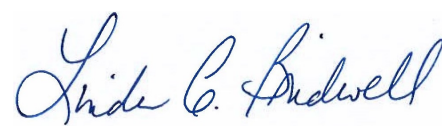
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**KENTUCKY  
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**Linda C. Bridwell**  
Executive Director



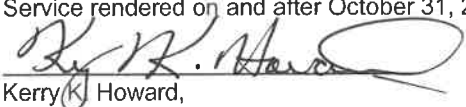
**EFFECTIVE  
10/31/2023**

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 its member cooperative 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. T
9. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
10. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
11. A QF electing to receive capacity payments is responsible for the cost of all facilities on the QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. T
12. In negotiating a final purchase rate, consideration shall be given to factors affecting purchase rates as set forth in 807 KAR 5:054, Section 7(5)(a).
13. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

**DATE OF ISSUE:** March 31, 2023  
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Kerry Howard,  
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<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE</b> <b>10/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**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 one of EKPC's member distribution systems 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

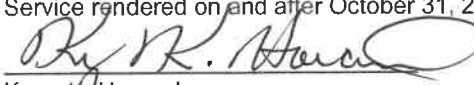
- 2. Energy – A QF will be credited monthly for the electric power produced by dispatchable generation facilities at the actual real-time locational marginal price for energy set by PJM at the EKPC zonal node during each hour of the day at the time of delivery. The payments will be offset by a market 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 the member cooperative's system. 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 its member cooperative 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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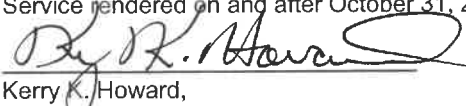
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100 kW or Less from Non-Dispatchable Generation Sources (continued).

7. Initial contract term shall be for a minimum of two years. T
8. QFs proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
9. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
10. A QF electing to receive capacity payments is responsible for the cost of all facilities on the QF's site to meet and maintain eligibility as a PJM capacity resource and the QF is subject to all non-performance costs levied by PJM or successor, the Kentucky Public Service Commission, or other applicable entity related to non-performance of the QF's facility. T
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ISSUED BY:   
Kerry K. Howard,  
General Manager/CEO

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE 10/31/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>