

Salt River Electric Coop. Corp.

1 Title Page thru Rules & Regs.

P. S. C. Ky. No. 10  
Cancelling P. S. C. Ky. No. 9

SALT RIVER ELECTRIC COOPERATIVE CORPORATION

OF

BARDSTOWN, KENTUCKY

## Rates, Rules and Regulations for Furnishing

Distribution of Electrical Service

AT

Portions of Nelson, Spencer, Bullitt, Washington

Marion, Mercer, Jefferson, Shelby, Anderson

and LaRue Counties in Kentucky

**Filed with PUBLIC SERVICE COMMISSION OF  
KENTUCKY**

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

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SALT RIVER ELECTRIC  
COOPERATIVE CORPORATION  
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SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 1  
Canceling P.S.C. No. 10  
Original Sheet No. 1

RULES AND REGULATIONS

1. SCOPE

This schedule of Rules and Regulations is hereby made a part of all contracts for electric service received from Salt River Electric Cooperative Corporation, hereinafter referred to as the Cooperative, and applies to all service received, whether such service is based upon a contract, agreement, signed application or otherwise.

Regulations are on file at the Cooperative's offices and can be obtained from Cooperative personnel. All rules and regulations shall be effective as long as they are accepted by the Public Service Commission.

**A. No Prejudice of Rights-** Failure by the Cooperative to enforce any of the terms of these rules and regulations shall not be deemed as a waiver of the right to do so.

**B. Conflict-** In case of conflict between provisions of any rate schedule and the schedule of rules and regulations, the rate schedule shall apply.

**C. Revisions-** These rules and regulations may be revised, amended, supplemented, or otherwise changed from time to time after approval by the Cooperative's Board of Directors and the Public Service Commission. Such changes, when effective, shall have the same force as the present rules and regulations.

**D. Service Area-** The Cooperative furnishes electric power supplied in portions of Bullitt, Nelson, Spencer, Washington, Jefferson, Shelby, Anderson, Mercer, Marion and LaRue Counties and such other areas as approved by the PSC.

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

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Title President and CEO

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**F. Specific Cooperative Responsibility-**

I. Information- The utility shall, on request, give its customers or prospective customers such information as is reasonably possible in order that they may secure safe, efficient and continuous service. The utility shall inform its customers of any change made or proposed in the character of its service which might affect the efficiency, safety, or continuity of operations.

II. Change in Character of Service- Prior to making any substantial change in the character of the service furnished, which would affect the efficiency, adjustment, speed or operation of the equipment or appliances of any customer, the utility shall obtain the approval of the Commission. The application shall show the nature of the change to be made, the number of customers affected, and the manner in which they will be affected.

III. Type, Class and Character of Service Information- The utility shall inform each applicant for service of each type, class, and character of service available at his location. Classification for consumers for accounting purposes is in accordance with prescribed REA Manual of Accounts.

IV. Obtaining Easements and Right-of Way- An applicant for service shall be responsible for providing rights of way and/or easements on applicant's own land. Consumers are to use their best efforts to secure rights of way and/or easements on or across adjoining land. The Cooperative shall take such legal action as shall be necessary in order to secure easements across those properties where the owners will not voluntarily consent to the same.

V. Cooperative Inspection of Service Conditions prior to Providing Service- It shall be the duty of the Cooperative before making service connections to a new consumer to ascertain the condition of the meter and service facilities for such consumer in order that prior fraudulent use of facilities, if any, will not be

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attributed to the new consumer and the new consumer shall be afforded the opportunity to be present at such inspection. The Cooperative shall not be required to render service to such consumer until all defects in the consumer-owned portion of the service, if any, has been corrected. If a defect exists and service is denied for this reason, when the cause for refusal or discontinuance has been corrected and the utilities tariffed rules and commission regulations have been met, the Cooperative shall reconnect existing service within twenty-four (24) hours, and shall install and connect new service within seventy-two (72) hours.

VI. Special Rules or Requirements- The Cooperative shall not establish any special rule or requirement without first obtaining the approval of the commission upon proper application. A customer who has complied with commission regulations shall not be denied service for failure to comply with the utility's rules which have not been made effective in the manner prescribed by the commission.

VII. Employee Identification- Any employee of the Cooperative whose duties require him or her to enter the customer's premises shall wear distinguishing uniform or insignia identifying him/her as an employee of the Cooperative, or carry on his/her person a badge or other identification which will identify him as an employee of the Cooperative the same to be shown upon request.

VIII. Services Performed for Members- The Cooperative's personnel may while on duty make repairs or perform services to the member's equipment or property. When such services are performed, the member may be charged for such services at the rate of time and materials used.

IX. Use of Cooperative Property- No consumer or third party may attach or affix to any of the Cooperative's poles or equipment any hardware, appurtenances, fixtures, equipment or other items without the expressed written consent of the Cooperative.

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X. Primary Metering- At any time the Cooperative finds it is more desirable, it may at its own option and expense, install primary metering equipment. The consumer will own and operate all facilities past the metering point.

XI. Inspection- In keeping with 815 KAR 7:020 (16b), the Cooperative shall not initiate new permanent electric services until the required certificate of approval has been issued by a Certified Electrical Inspector as required by local and state laws.

XII. Display of Customer Rights- The Cooperative shall prominently display in each office in which payment is received, a summary, to be prepared and provided by the commission, of the customer's rights. If a customer indicates to any Cooperative personnel that he is experiencing difficulty in paying a current utility bill, that employee shall refer the customer to the designated representative for explanation of the customer's rights.

XIII. Voltage Fluctuations Caused By Members or Consumers- Electric service must not be used in such a manner as to cause unusual fluctuation or disturbances to the distribution system. The Cooperative may require the member or consumer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuation.

XIV. System Inspection- It shall be the policy of the Cooperative to make systematic inspections of its system for the purpose of complying with the Energy Regulatory Commission's rules as per 807 KAR 50:015 Section 22.

(a) Frequency

(1) At intervals not to exceed two (2) years electric lines operating at voltages of less than sixty-nine (69) KV (including insulators, conductors and supporting facilities) are to be inspected for damages, defects, deteriorations and compliance with applicable codes.

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(2) At intervals not to exceed one (1) year all utility buildings are to be inspected for compliance with safety codes.

(3) At intervals not to exceed three (3) months all construction equipment is to be inspected for defects, wear and operational hazards.

(4) On receipt of a report of a potentially hazardous condition made by a qualified employee, public official, or consumer, or inspection of all portions of the system which are the subject of the report.

(b) Method of Inspection

(1) Routine line patrolling shall be by one or more of the following methods:

a.) Walking lines...The "walking of lines" shall be performed by a qualified personnel during which time visual inspection will be made of poles, lines, hardware, right-of-way, etc., sounding of poles and structures will also be made to check for deterioration, decay and damage.

b.) Patrolling by Vehicle...Patrolling by vehicle may be made by qualified personnel in instances where vehicles can be driven close enough to allow visual inspection of poles, lines and hardware.

c.) Helicopter Patrolling...Patrolling by helicopter may be used to visually inspect poles, lines and hardware.

d.) Contract Crews...Performing work (right of way clearing, pole treatment, construction, etc.) are instructed to

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report on any damages observed.

(2) Spot Inspection - will be made by qualified personnel at the work site prior to new construction, conversion, or maintenance work.

(3) Special Inspection - Special Inspection will be made by qualified personnel:

- a) Upon report of a potentially hazardous condition;
- b) At the request of a joint use party;
- c) Of utility building and construction equipment as required; or,
- d) At any other time deemed necessary by the company.

(c) Records- Appropriate records shall be kept at all times to ensure that the necessary inspections have been made, the frequency of inspection is adequate, that deficiencies have been noted, and corrective action taken.

XV. Removal of Inactive Facilities- The Cooperative reserves the right to remove any facilities which have been inactive for a period of twenty-four (24) months or more. The removal of this property will be for the purpose of returning it to inventory for reuse in order to protect the facilities from damage, vandalism, and to reduce the overall plant investment for our members.

**G. Specific Customer Responsibility/Liability**

I. Consumer's Liability- The consumer shall assume full responsibility for service upon his premises at and from the point of delivery thereof, and for wires, apparatus, devices and appurtenances thereon used in connection with service. Consumer shall indemnify, save harmless and

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defend the Cooperative against all claims, demands, cost or expenses for loss, damages, or injury to person or property in any manner directly or indirectly arising from, connected with, or growing out of the distribution or use of current by consumer at or on the customer's side of point of delivery.

II. Protection of the Cooperative's Equipment- The consumer shall protect the equipment of the Cooperative on his premises and shall not interfere with or alter or permit interference with or alterations of the Cooperative's meter, or other property except by duly authorized representative of the Cooperative.

For any loss or damage to the property of the Cooperative due to or caused by or arising from carelessness, neglect, vandalism, or misuse by the consumer or other authorized person, the cost of the necessary replacement and repairs shall be paid for by the consumer.

III. Point of Delivery-

(a) Approval shall be obtained from the Cooperative as to the proper location for a service entrance.

(b) Service entrance will be located on the exterior of the building nearest to the Cooperative's lines. Members desiring the service entrance on any building at a location other than that closest to the Cooperative's lines, the additional estimated cost of such special construction as may be found necessary shall be borne by the member, and such cost shall be paid in advance before service can be connected.

(c) New service entrances, both overhead and underground shall be installed in accordance with both the National Electric Code (NEC) and National Electric Safety Code (NESC), and the Cooperative shall not connect until the required certificate of approval has been issued by a Certified

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Electrical Inspector at the expense of the customer.

(d) The Cooperative reserves the right to require a certified electrical inspection for any existing service which has been inactive for a period of six (6) months or more.

IV. Point of Service (or delivery)- The point of service or delivery shall be that point where the facilities of the Cooperative join the member's facilities, irrespective of the location of the meter. All wiring and equipment beyond this point shall be supplied and maintained by the member. The member will, however, notify the Cooperative of any proposed changes in his equipment or wiring which materially increases or decreases load so the Cooperative may check its equipment to make certain it will accommodate the member's load requirements.

V. Right to Access- The Cooperative shall at all reasonable hours have access to meters, service connections, and other property owned by the Cooperative and located on the consumers premises for the purpose of installation, meter reading, operation, replacement, removal, testing, making necessary adjustments and repairs, placing, locating, building, constructing, operating, relocating, rebuilding, improving, enlarging, extending, and maintaining from its wires, poles, anchors and other necessary or pertinent parts and property. Meters shall be located at a site designated by Cooperative personnel. Meters shall not be placed inside building or structures or enclosed porches. When a customer refuses or neglects to provide reasonable access for any of the above reasons but not limited to these, the utility may terminate or refuse service. Such action shall be taken only when corrective action negotiated between the utility and customer has failed to resolve the situation and after the customer has been given at least ten (10) days' written notice of termination mailed or otherwise delivered to the last known address of the customer. The termination notice shall be in writing,

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distinguishable and separate from the 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 customer has the right to dispute the reasons for termination.

VI. Standard Nominal Voltages- The standard nominal voltages for single and poly-phase service throughout the distribution system are as specified below: availability of a service voltage(s) is contingent upon existing service voltage(s) and other system parameters.

<u>Single-Phase</u>		<u>(Volts)</u>
120/240	3-wire	
120/208	Network System	
240/480	3-wire	
7.2 KV	Primary Metered Voltage	

<u>Three-Phase</u>		<u>(Volts)</u>
120/208	4-wire Wye	
240	3-wire Delta	
240	120/240 4-wire Delta Lighting	
480	480/277 4-wire Wye Lighting	
7.2/12.47 KV	Primary Metered Voltage	

VII. Non-Standard Service- The member or customer shall pay for the cost of any special installation necessary to meet his requirements for service at other than standard voltage, or for the supply of closer voltage regulation than required by standard practices.

VIII. Notice of Trouble- The consumer shall give immediate notice at the office of the Cooperative of any interruptions or irregularities or unsatisfactory service and of any defects known to the consumer. The Cooperative may, as it deems necessary, suspend supply of electrical service to any consumer or consumers for the purpose of making repairs, changes or improvements upon any part of its system.

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FOR ENTIRE AREA SERVED  
Community, Town or City

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IX. Separate Meter For Each Service- The Cooperative will normally furnish a single meter at the point of connection to the consumer's premises. Any consumer desiring service to two (2) or more separately metered points of connection to the system shall be billed separately at each point and registration of such meters shall not be added together for billing purposes. Only one residence may be served from each meter location.

The Cooperative may deny a consumer additional meter locations if in its opinion service can be rendered more effectively and economically from one meter location.

X. Reconnection Charge- When service has been disconnected at the consumer's request and the Cooperative is requested to reconnect to the same member at the same location, a twenty dollar (\$20.00) reconnect fee will be charged.

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2. FILINGS AND POSTINGS

**A. Rules and Regulations-** A copy of these rules and regulations, together with a copy of the Cooperative's schedule of rates and charges, shall be kept open for inspection at the offices of the Cooperative.

**B. Reports-**

I. Report of Meters, Customers, and Refunds- Reports on prescribed Commission forms shall be made on a periodic basis and/or as required by the Commission.

II. Report of Terminations for Non-Payment of Bills- The Cooperative shall report annually the number of residential accounts terminated for non-payment. This report shall be filed no later than August 15 and cover the period ending June 30.

III. Other Reports- Other reports will be furnished to the commission as required.

**C. Record and Report Retention-** All records and reports shall be retained in accordance with the uniform system of accounts, unless otherwise notified.

**D. Posting of Office Hours-** The utility shall post and maintain regular business hours and provide representatives available to assist its customers.

**E. Available Telephone Numbers-** The utility shall publish the telephone number in all service areas, and shall permit all customers to contact the utility's designated representative without charge. Each new member shall be mailed a listing of phone numbers. Phone numbers displayed on the customer's billing card may also serve as publication.

**F. Designated Representatives-** The Cooperative will designate a minimum of one (1) representative to be available to answer customer questions, resolve disputes and negotiate partial payment plans at the utility office. The designated

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Original Sheet No. 12

RULES AND REGULATIONS

representative shall be knowledgeable of the Commissions' regulations regarding customer bills and services and shall be authorized to negotiate and accept payment plans.

The designated representative(s) will be available during the established working hours of not fewer than seven (7) hours per day, five (5) days per week, excluding holidays.

The chief executive officer of the Cooperative shall be required to certify each year the training of utility personnel assigned to counsel persons presenting themselves for utility service. Annual 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 utilities 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.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Burt Kirtley*

EFFECTIVE

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

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

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 13  
Canceling P.S.C. No. 10  
Original Sheet No. 13

RULES AND REGULATIONS

3. AVAILABILITY OF SERVICE

**A. Members and Prospective Members in Good Standing-** Services shall be available to all members of the Cooperative as specified in the tariff sheets and classifications of service.

**B. Delinquent Members/Delinquent Prospective Members-**

I. The Cooperative shall deny service to any applicant who is a member of a delinquent household when the prior customer continues to reside in the household and uses the service. If the application is accepted before the facts are established, the membership of the applicant will be canceled and the deposit, if any, applied to the delinquent member's account.

II. When a consumer's service is disconnected at one location and then connected at another location, the balance due at the original location may be transferred to the account of the new location. The service to the new location may then be disconnected if the customer becomes delinquent in his payment of the original balance.

III. Landlords with good credit cannot be denied service in the name of the landlord at their rental property because of a delinquent bill owed by a former tenant even when the new tenant is a delinquent customer of the utility.

IV. Likewise, a tenant with good credit cannot be denied service because of a prior delinquency incurred by a former tenant or the landlord at that address.

V. The Cooperative may not terminate previously existing service to a non-delinquent utility customer because that customer allows a delinquent customer to move into their home.

VI. The Cooperative may not terminate service at a delinquent address where a customer has more than one account; however, a utility may deny service to a delinquent customer.

**KENTUCKY PUBLIC SERVICE COMMISSION**  
**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

*Burt Kirtley*

---

EFFECTIVE **9/1/2010**

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

Date of Issue September 1, 2010

Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 14  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 14

RULES AND REGULATIONS

applicant for service because of a delinquency at another address.

VII. Where husband and wife are involved, even though separated, if they shared equally in the benefit of the service, regardless of whether or not he/she signed a contract for service, each are responsible for the bill.

VIII. The Cooperative shall reserve the right to refuse service to any applicant indebted to the Cooperative for any reason.

IX. In regard to collection procedures, Salt River will abide by its tariffs and the Commission's Rules and Regulations; when these collection efforts are exhausted, the Cooperative may elect to take further action by submitting account/accounts to a collection agency. Collection agency fees will be based on the percentage of the amount collected.

The following statement has now been incorporated into the Cooperative's application for service: "Any and all reasonable costs and/or fees incurred in the process of attempting to satisfy an applicant's indebtedness to the Cooperative shall be borne by the account holder/holders." Applicants signing an application for service with this clause shall pay the percentage charged by the collection agency in addition to the bill owed to the Cooperative; applicants who signed an application for service prior to the incorporation of this statement shall have the percentage charged by the collection agency deducted from the bill itself.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**9/1/2010**

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

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 15  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 15

RULES AND REGULATIONS

4. APPLICATION FOR ELECTRIC SERVICE

**A. Membership-** Membership in the Cooperative shall be evidenced by an "Application for Service" form and a non-refundable membership fee, the amount being so determined by the Cooperative's Board of Directors. With respect to the non-refundable membership fee, voting privileges of the member in matters such as voting for nominees or candidates for the office of director shall be such that the membership fee must be in-service with an active account. A membership certificate or other suitable evidence may be issued after the application has been approved by the Board of Directors. When applicable, the prospective consumer must sign a contract pertaining to their particular service before service is supplied by the Cooperative. At the time of application for service, the consumer shall furnish his/her social security number, phone number, permanent address and place of employment.

I. Joint membership shall be defined as two or more adults living in the same household and they shall be considered to hold a joint membership when all sign for service. A member and spouse shall be considered as holding a joint membership regardless of whether one or both sign the application for service and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint membership. In cases where an adult moves into the household, the existing member may request that an additional name be added to billing records by completing a new membership application where both sign as Applicant #1. All rights and liabilities of the new additional customer will be established upon completion of this application. It is also understood that the addition of any new names shall give that person the right to ownership of existing capital credits already established in the existing member's name.

II. Applicant # 1 shall indicate how the account will be billed. In the case of death, a spouse indicated as applicant # 2 may apply for capital credit due the estate of applicant # 1 if both spouses have individually signed as applicant # 1 and applicant # 2. If both names are specified as applicant # 1, then both must be deceased.

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

Date of Issue September 1, 2010

Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

SALT RIVER ELECTRIC COOP. CORP.

NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 16  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 16

RULES AND REGULATIONS

order for the estate to collect capital credits. No other accounts listed either as persons or establishments may receive capital credit except as defined by a general retirement of capital credit.

III. Either applicant # 1 or applicant # 2 may vote or register for the other at the annual meeting and in all cases shall never have more than one vote regardless of the number of services; however, the Cooperative must be able to determine that applicant # 2 has equal rights and liabilities of membership based on the records of the Cooperative.

IV. Husband and wife may sign for the other in the other's absence; however, the failure of either to actually sign in person shall not constitute a waiver of rights of the Cooperative or exemption of liabilities to the Cooperative.

V. The application for service for businesses, corporations, partnerships, or any recognized community, state, or commercial endeavor shall be signed by a qualified agent of the company or organization. The Cooperative reserves the right to require a personal guarantee for any non-residential customer.

VI. Failure to return or provide the Cooperative with the completed application or membership fee may result in the disconnection of service after 10 days written notice of termination. Such action shall be taken only when corrective action negotiated between the utility and customer has failed to resolve the situation and after the customer has been mailed the notice which is distinguishable and separate from the bill. The termination notice shall be mailed or otherwise delivered to the last known address of the customer and shall plainly state the reason for termination. It shall also state that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.

KENTUCKY  
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *Jerry Hunt*  
Name of Officer

Title President and CEO

9/1/2010  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
1st Revised Sheet No. 17  
Canceling P.S.C. No. 12  
Original Sheet No. 17

**RULES AND REGULATIONS**

VII. The Cooperative shall require a one-time non-refundable membership fee regardless of the number of meters or accounts the member may list in the same name.

VIII. Upon the death of either spouse, such membership shall be held solely by the survivor, provided however, the Estate of the deceased shall not be released of any debts due the Cooperative.

IX. Upon the legal divorce of husband and wife, the existing non-refundable membership may be transferred by one party to the other party upon joint agreement and written consent by the non-resident spouse whose signature is notarized or by a final court order. Any debts due the Cooperative prior to conversion from a joint membership shall be borne by both parties.

X. The Cooperative shall require a one-time non-refundable membership fee which shall remain with the Cooperative. Membership within the Cooperative will be detailed through assignment of a master capital credit number and imprinted on any subsequent evidence of membership issued. Members will be asked to maintain this evidence as proof of membership within the Cooperative.

XI. The refund of any existing multiple membership fee on file will be based on an impartial and equitable system of return as so determined by the Cooperative.

**B. Deposit**

I. A cash deposit or other guaranty to secure payment of bills may be required except for those members qualifying for service reconnection pursuant to 807 KAR 5:006; Section 15, Winter Hardship Reconnection. Service may be refused or disconnected for failure to pay the deposit.

D

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
<b>7/12/2012</b>
<b>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

Date of Issue May 8, 2012

Date Effective July 12, 2012

Issued By /s/ Larry Hicks  
Name of Officer

Title President and CEO  
**7/12/2012**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
2nd Revised Sheet No. 18  
Canceling P.S.C. No. 12  
Original Sheet No. 18

RULES AND REGULATIONS

Members filing bankruptcy shall be required to pay a deposit within 20 days upon notification of the bankruptcy proceedings; a final bill will be calculated on the existing account and the existing deposit (if any) will be credited to the account immediately.

II. The method of determining the amount of cash deposit may differ between classes of customers, but shall be uniform for all customers within the same class.  
The amount of deposit shall be:

(a) Customary Service ..... **\$250.00**  
Shall include but not limited to houses, mobile homes, apartments, temporary services for permanent residences. (Farm and Home Rate)

(b) Distinctive Service ..... **All commercial or industrial accounts shall be 2/12's of a year's estimated billing. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers or premises within the system. Shall include but not limited to flat rate security lights, metered outdoor lighting, other accounts not Farm and Home - minimum \$50.00.**

(c) Merge into (b) above

(d) Extraordinary Service ..... \$ 50.00  
Low Usage -- Shall include but not limited to camps, seasonal services, temporary services to be used for construction only.

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

Date of Issue June 28, 2011 Date Effective September 1, 2011 **EFFECTIVE**

Issued By /s/ Larry Hicks  
Name of Officer

Title President and CEO  
**9/1/2011**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 19  
Canceling P.S.C. No. 10  
3rd Revised Sheet No. 19

RULES AND REGULATIONS

III. The deposit may be waived for residential accounts for members having established an acceptable credit history with the Cooperative, or having provided a current (within past 12 months) acceptable credit reference from another utility, or a credit report from a credit bureau, cost of which shall be borne by the applicant, or proof of payment on an existing account with an acceptable credit history. Previous credit established with the Cooperative shall take precedence over all other forms of credit reporting. Factors used to determine credit worthiness are:

1. Disconnect for non-payment
2. Insufficient funds check
3. Trips to the location for the purpose of collecting past-due bill
4. Current Diversion/Tampering with meter
5. Bankruptcy
6. Collection Agency activity
7. Unpaid past-due balance from a previous account

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

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

SALT RIVER ELECTRIC COOP. CORP.

NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 20  
Canceling P.S.C. No. 10  
2nd Revised Sheet No. 20

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RULES AND REGULATIONS

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IV. Deposit Refunds - residential accounts only

1. Deposits may be refunded on residential accounts after two years from the date of the deposit or the connect date of the service (whichever is later). The above factors used to determine credit worthiness will be used to determine if the account is eligible for a refund. If eligible, the refund will be credited to the account. Should the account be eligible for the refund, the deposit shall be held until such time as the account meets the stated criteria. Should an account have a deposit at the time of a final bill, the deposit shall be credited to the final bill.

2. If a deposit has been waived or returned and the member fails to maintain an acceptable credit history, a deposit may be required. An additional amount may be required should the account's classification of service change or if a substantial change of usage occurs.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

**9/1/2010**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR ENTIRE AREA SERVED  
Community, Town or City

SALT RIVER ELECTRIC COOP. CORP.

NAME OF ISSUING CORPORATION

P.S.C. No. 12  
1st Revised Sheet No. 21  
Canceling P.S.C. No. 12  
Original Sheet No. 21

RULES AND REGULATIONS

V. Commercials Accounts - no waivers of deposit will be granted unless a bank letter of credit is obtained or surety bond. Deposits will be retained for the life of the account.

D

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

Date of Issue May 8, 2012

Date Effective July 12, 2012

Issued By /s/ Larry Hicks  
Name of Officer

**7/12/2012**  
Title President and CEO  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SALT RIVER ELECTRIC COOP. CORP.

NAME OF ISSUING CORPORATION

P.S.C. No. 12  
1st Revised Sheet No. 22  
Canceling P.S.C. No. 12  
Original Sheet No. 22

RULES AND REGULATIONS

VI. Interest will accrue on all deposits 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 deposit or the last interest payment date, the payment or credit shall be on a prorated basis.



VII. Deleted

VIII. If the Cooperative retains a deposit for more than eighteen (18) months, a recalculation of the deposit amount will be made upon request by the consumer. Notification will be made to the customer through the receipt of deposit that the deposit may be recalculated based upon the actual usage of the customer for the previous (12) months. The receipt will state that if the deposit on account differs by more than ten (\$10.00) from 2/12 of the actual billing for residential customers, or by more than ten (10) percent from 2/12 of the actual billing for the previous 12 months for non-residential customers, then the utility shall refund any over-collection and may collect any underpayment.

(a) The Cooperative shall not be required to refund any excess deposit if the consumer's bill is delinquent at the time of request.

(b) Upon request by the customer, a recalculation of a consumer deposit will be made only once each eighteen (18) months based on the actual kwh usage of the customer.

(c) If a residential deposit is recalculated in accordance with the above and meets the requirements of a refund, the consumer shall first return the original certificate of deposit to the Cooperative in exchange for a new, accurate certificate. If the original certificate has been lost or is otherwise unavailable, the consumer shall sign the duplicate certificate maintained at the Cooperative's facility to verify the change of deposit amount for future reference.

IX. Deleted

Date of Issue May 8, 2012

Date Effective July 1, 2012

Issued By /s/ Larry Hicks  
Name of Officer

Title President and CEO  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY PUBLIC SERVICE COMMISSION**  
**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR  
TARIFF BRANCH  
*Brent Kirtley*  
**7/12/2012**

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 23  
Canceling P.S.C. No. 10  
3rd Revised Sheet No. 23

**RULES AND REGULATIONS**

**C. Same-day Requests for Reconnects-** Any request for reconnection of service made prior to 3:30 p.m. of a scheduled working day (excluding reconnects when account has been disconnected for non-payment or an insufficient check or reconnects in the same name):

- I. Will be connected that same day during working hours without reconnect charges when at all possible contingent upon work scheduling and weather conditions.
- II. Reconnection may be requested after hours on a regularly scheduled work day or Saturday at an overtime reconnect fee of \$50.
- III. If the request for reconnection is made after office hours, the member will be informed by the office personnel on-call that additional fees and/or deposits and applications may be required; therefore, contact must be made with the office during the next workday to address the issues.
- IV. Failure to follow the guidelines of paying additional fees and deposits that may be required and/or completion of the necessary paperwork will result in disconnect of service following the guidelines as so determined by the PSC and the Cooperative's Rules and Regulations after notification of same.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

**9/1/2010**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 24  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 24

RULES AND REGULATIONS

5. BILLING

Billing cycles are established so that each meter will be billed on a monthly basis corresponding with the date of the monthly reading, so as to be flexible to allow various billing cycles. The consumer will be billed for approximately 30 days of service each month. Payment of bills and or disconnection of accounts for any reason shall be administered according to Kentucky Administrative Regulations unless herein stated in the Cooperative's Rules and Regulations. Failure to receive the bill will not release the consumer from payment obligation.

**A. Late Payment Penalty-** A 5% penalty will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any penalty received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

**B. Taxes-** Pursuant to the authority vested in KRS 139.210 there shall be added to the bill of all applicable subscribers, the sales and usage tax imposed by KRS 139.200. The utility gross receipts license tax for schools authorized by KRS 160.613 shall be added to all applicable subscribers' bill in accordance with KRS 160.617, which authorizes a rate increase for the school tax. Any other taxes may be added as required by law.

**C. Meter Reading Responsibility-** Cooperative read meters will be billed based on the monthly reading of the Cooperative. Exception to the monthly reading may be taken by the Cooperative for meters using a twelve (12) month average of less than 501 kwh when the reason is justified by the Cooperative; these meters may then be read once each six months by the Cooperative. Meters using greater than a 500 kwh per month average in a 12 month period may be estimated and then read once each quarter when the Cooperative determines there is a justifiable cause. Justifiable cause may be defined as but not limited to: camps, signs, or other

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<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Burt Kirtley</i>
EFFECTIVE

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

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

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 25  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 25

RULES AND REGULATIONS

buildings or dwellings which cause the meter location to decelerate the reading of the route. Source documents shall be maintained by the Cooperative on all exceptions.

If the Cooperative is unable to read the meter due to reasons beyond its control, it shall record the date and time the attempt was made, if applicable, and the reason the Cooperative was unable to read the meter. If arrangements are made to read the member's meter outside the normal meter reading process, the member will be charged \$27.25 for a special meter reading visit. A \$27.25 reading charge may be assessed only once per billing period. If arrangements cannot be made between the member and the Cooperative, the Cooperative may discontinue service after giving a ten (10) written notice of the intent of termination mailed or otherwise delivered to the last known address of the customer. 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 customer has the right to dispute the reasons for termination.

**D. Customer Request for Reading of Meter-** If a customer requests that a meter be reread, and the second reading shows the original reading was correct, a \$27.25 fee may be assessed to the customer. No charge shall be assessed if the original reading was incorrect.

**E. Information on Bill-** Each bill for utility service issued shall clearly show the following, if applicable: class of service; present and last preceding meter readings; date of the present reading; 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 or calculated bills shall be distinctly marked as such. The rate schedule under which the bill is computed shall be printed on the bill. Registration of each meter shall read in the same units as used for billing unless a conversion factor is shown on the billing form.

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

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of officer

Title President and CEO

FOR ENTIRE AREA SERVED  
Community, Town or City

SALT RIVER ELECTRIC COOP. CORP.

NAME OF ISSUING CORPORATION

P.S.C. No. 12

Original Sheet No. 26

Canceling P.S.C. No. 10

3rd Revised Sheet No. 26

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RULES AND REGULATIONS

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**F. Bill Format-** The bill format shall be included in the tariffed rules.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

Date of Issue September 1, 2010 Date Effective September 9/1/2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

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





**Salt River Electric**  
 PO Box 609  
 Bardstown KY 40004-0609  
 Address Service Requested

A Touchstone Energy Cooperative

Nelson County 502-348-3931  
 Spencer County 502-477-5133  
 www.srelectric.com

Bullitt County 502-543-3083  
 Washington County 859-336-5080

\*\*\*\*\*AUTO\*\*5-DIGIT 40160



8972 33

BILLING SUMMARY		BILLING DATE 05/08/20
BALANCE FORWARD		0.00
CURRENT ELECTRIC CHARGE		98.03
175 WATT MERCURY VAPOR		9.81
FUEL COST ADJ (-0.006820 X 1257 KWH)		-8.57
ENVIRONMENTAL SURCHARGE (0.11710 X \$99.27)		11.62
<b>OTHER</b>		
CAPITAL CREDITS APPLIED		-56.36
ENVIROWATTS		2.75
<b>TAXES &amp; FEES</b>		
SCHOOL TAX		3.41
TOTAL AMOUNT DRAFT		60.69
LATE CHARGE AFTER 05/25/20		0.00
TOTAL AMOUNT DUE WITH LATE CHARGE		60.69

<b>Account Number</b>	<b>Cycle: 320</b>	
<b>Service Address</b>		
<b>Service Description</b>	HOUSE	
<b>Bill Type</b>	REGULAR	
<b>Rate Type</b>	A-5 FARM & HOME	
<b>Location Number</b>		
<b>Meter Information</b>		
Previous Reading	04/05/20	46608
Reading	05/05/20	47790
Multiplier - 1	KWH Used	1182
<b>History</b>		
	<b>This Year</b>	<b>Last Year</b>
Days in Billing Cycle	30	30
KWH Used	1182	943
Thank you for Payment. We appreciate your business.		
<b>DRAFT SCHEDULE 05/25</b>		

**IMPORTANT INFORMATION**

Questions regarding garbage billing in Nelson Co. should be directed to Nelson Fiscal Court at 502-348-1862. All other inquiries regarding garbage service should be directed to 502-348-1876. Salt River is not responsible for USPS mail delivery. Please allow 4-5 days for mail delivery. Failure to receive a bill does not exempt you from penalties or collection action/charges. If electrical service is interrupted, check your fuses or circuit breakers. Also, check to see if your neighbor has power. Promptly report any electrical service outages at 800-221-7465. For information concerning outages, please visit our Outage Viewer at www.srelectric.com.

RETAIN THIS COPY FOR YOUR RECORDS

RETURN THIS PORTION WITH PAYMENT

Do not write on back.

Check here if Wintercare or change of information below.

Wintercare Contribution \$ \_\_\_\_\_

Amount Enclosed \$ \_\_\_\_\_

PLEASE INDICATE CHANGE OF ADDRESS/PHONE NUMBER HERE

Mailing Address		
City	State	Zip
Phone Number	Other Phone Number	

PAYABLE UPON RECEIPT

<b>ACCOUNT #</b>	<b>320</b>
Current Amount	60.69
<b>DRAFT - DO NOT PAY</b>	<b>60.69</b>
Total amount after 05/25/20	60.69

**Kent A. Chandler**  
 Executive Director

SALT RIVER ELECTRIC  
 PO BOX 247  
 FLORENCE KY



EFFECTIVE  
**5/18/2020**

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PLS PAY TO 807 KAR 5:011 SECTION 9 (1)

SALT RIVER ELECTRIC COOP. CORP.

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**G. Meter Reading Variations-**

I. Monitoring Usage- The cooperative utilizes two computer printouts to flag unusual deviations in a consumer's usage.

(a) Daily: after the daily unloading of the meter processors used to record on-site customer readings, a report is generated which provides the Cooperative with the following flags: (1) a reading entered as a five-digit reading where a four-digit meter is installed; (2) A reading which would generate a bill for over 8,000 kwh for an account with a four dial meter and over 15,000 for an account with a five-dial meter; (3) a reading which is lower than the previous month's reading; (4) meters showing zero (0) or under one hundred (100) kwh consumption/usage; (5) inactive meters with consumption.

(b) After all routes for the individual cycle have been read and just before the actual billing, a prebill high-low report is generated which again searches and flags any high-low exceptions which would cause a bill to be generated 99% higher or 50% lower than the average usage of the three preceding months or the corresponding year ago.

(c) Immediately following each of these reports, an evaluation of the deviance is made; a determination will be made at this point whether to send the cooperative representative back to the location to recheck the reading, or whether to estimate the reading based on previous history and data until the next reading is obtained at the scheduled monthly reading date of the member's meter.

(d) If a customer's usage is unduly high and the deviation is not otherwise explained, the cooperative shall test the customer's meter at its expense to determine if the meter shows an

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

Date of Issue September 1, 2010

Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

SALT RIVER ELECTRIC COOP. CORP.

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average error greater than two (2%) fast or slow.

**H. Incorrect Billing-** Whenever it is determined that a customer has been incorrectly overbilled for any reason, other than a meter which was registering incorrectly due to being out of tolerance or in an instance where the Cooperative has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by a customer, the Cooperative shall immediately attempt to determine the period during which the error has existed. The customer's bill for the period during which the error is known to have existed shall be recomputed, and the account adjusted to give a refund.

Whenever it is determined that a customer has been incorrectly underbilled for any reason, except for fraud, theft or deception, the Cooperative is prohibited from holding a customer liable for unbilled service more than two years after the service was rendered. This two (2) years statute of limitation is in accordance with KRS 278.225. Then the customer shall also be afforded the opportunity to repay the underbilled amount over a period that is coextensive with the underbilling.

**I. Failure of Meter to Register-** In the event a customer's meter should fail to register, the customer shall be billed from the date of such failure as so determined by the Cooperative not to exceed two (2) years in accordance with KRS 278.225. The underbilling shall be based upon the history and level of consumption for coinciding time periods. If a history of usage does not exist for the customer, the Cooperative will estimate the usage based on similar loads.

If the customer should disagree with the Cooperative's estimation, the customer may request that consideration be given in refiguring the underbilling by providing documentation of a change in the usage pattern of the account or by requesting an on-site audit by the Cooperative's energy advisor.

**J. Current Diversion or Unauthorized Usage of Any Property of the Cooperative-** The Cooperative may recover any costs that it estimates to be necessary to recover the service that has been rendered from the customer, person or persons, where unauthorized usage or consumption has been obtained. This

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shall include, but not be limited to, estimated kwh usage that has been consumed, all replacements and repairs, the cost of inspection, investigation, and protective installation. In addition, anyone caught tampering with Cooperative equipment will be held liable under Kentucky Statute 514.060 which reads....that if caught, penalties range from \$500 and five years in prison for a Class "A" misdemeanor to \$10,000 and five years for Class "D" felony.

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

**K. Meter Testing-** Before being installed for use by any customer, the meter shall be tested and in good working order and adjusted as close to optimum operating tolerance as possible. Each and every watt-hour meter installed by the Cooperative on the consumer's premises shall be tested periodically according to PSC regulations without charge to the consumer. The Cooperative may elect to test a meter at the Cooperative's expense if there is an unexplainable deviance in current. Any other request for meter test shall be complied with by the Cooperative only if the consumer agrees to pay the appropriate meter test fee as listed in this section. Such request test may not be made more frequently than once each twelve (12) months to the utility. After first having attained a test through the Cooperative's designated testing agency, any customer of the utility may request a meter test by the Commission upon written application. Such request may not be made more frequently than once each twelve (12) months.

If a meter tests more than 2% slow or 2% fast, the meter test fee will be returned to the customer or applied to the bill if the customer has paid for the test fee; any

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additional underbilling or overbilling will be adjusted to the consumer's account based on the Public Service Commission's rules and regulations.

The Commission regulations 807 KAR 5:006 Section 10 (2) read: If test results on a customer's meter show an average error greater than (2%) fast or slow, or if a customer has been incorrectly billed for any other reason, except in an instance where a utility has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by a customer, the utility shall immediately determine the period during which the error has existed, and shall recompute and adjust the customer's bill to either provide a refund to the customer or collect an additional amount of revenue from the underbilled customer. The utility shall readjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of similar customer loads shall be used for comparison purposes in calculating the time period. If the customer and the utility are unable to agree on an estimate of the time period during which the error existed, the commission shall determine the issue. In all instances of customer overbilling, the customer's account shall be credited or the overbilled amount refunded at the discretion of the customer within thirty (30) days after final meter test results. A utility shall not require a customer repayment of any underbilling to be made over a period shorter than a period coextensive with the underbilling.

Meters tagged as special, current diversion, and other special conditions of concern to the cooperative shall be held for a period of at least eight (8) weeks before the recalibration after the first meter test is performed by the Cooperative's testing agency. This is to permit the customer to request additional tests or until the accuracy of the meter is resolved. While no time period has been indicated by the PSC, this time period has been established by the Cooperative to conform to PSC regulation 897 KAR 5:041, Section 15 (3) which provides that metering equipment shall be tested upon complaint and when suspected in error. 807 KAR 5:041, Section 17 (1)(b) further requires that when a meter is tested on complaint "additional test runs should be made and care

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exercised to insure that any trouble with the meter will be detected." Additionally, KRS 278.210 permits a utility customer to have any meter tested, at his own expense, by the commission.

If a meter is tested and it is found necessary to make a refund or back bill a customer, the customer shall be notified in substantially the following form:

On \_\_\_\_\_ 19\_\_\_\_\_, the meter bearing identification no. \_\_\_\_\_ installed in your building located at \_\_\_\_\_ (street and number) and \_\_\_\_\_ (city) was tested at \_\_\_\_\_ (on premises or elsewhere) and found to register \_\_\_\_\_ (percent fast or slow). The meter was tested on \_\_\_\_\_ (periodic, request, complaint.)

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

Meter Test Fees:

Single-Phase Residential Meter \$16.00  
Three Phase Self-Contained Meter \$40.00  
Three-Phase Self-Contained Meter  
with Demand \$46.00  
Field Test of Meter (Meter  
requiring instrument  
transformers) \$72.50

**L. Usage Investigation** - If an investigation of a customer's usage is necessary other than current diversion, the utility shall notify the customer in writing either during or immediately after the investigation of the reasons for the investigation, and of the findings of the investigation. If knowledge of a serious situation requires more expeditious notice, the Cooperative shall notify the customer by the most expedient means available.

**M. Customer Complaints to the Utility-** Upon complaint to the utility by a customer at the utility's office, by telephone or in writing, the utility shall make a prompt and complete investigation and advise the complainant of its findings. The utility 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.

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FOR ENTIRE AREA SERVED  
Community, Town or City

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Records shall be maintained for two (2) years from the date of the resolution of the complaint. If a written complaint or a complaint made in person at the utility's office is not resolved, the utility shall provide him with the address and telephone number of the commission. If a telephone complaint is not resolved, the utility shall provide at least oral notice to the complainant of his right to file a complaint with the commission and the address and telephone number of the commission.

If a customer's usage is unduly high and the deviation is not otherwise explained, the utility shall test the customer's meter at the Cooperative's expense to determine whether the meter shows an average error greater than two percent (2%) fast or slow.

**N. Disputes Pending-**

Customer accounts shall be considered to be current while the dispute is pending as long as the customer continues to make undisputed payments based upon the indicated normal kwh history usage as determined by the Cooperative and the customer stays current on subsequent billing.

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Issued By *Jerry Hub*  
Name of Officer

Title President and CEO

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6. MEMBER PAYMENT-EXTENSION OF TIME

**A. Partial Payment Plan-** The Cooperative shall negotiate and accept a reasonable partial payment plan at the request of the residential customer who has received a termination notice for failure to pay by the due date; has appeared in person or their agent at one of the Cooperative's offices before the scheduled cutoff date and signed a negotiated agreement; is not delinquent under a previous partial payment plan; and understands that service may be immediately disconnected without further notice should the customer fail to follow the agreement as mutually agreed upon between the customer and the Cooperative. The Cooperative shall negotiate an agreement with the customer even if the customer has failed to abide by a prior agreement, if that agreement has now been paid in full.

**B. Certificate of Need from Department for Social Services-** Upon written certification from the Department of Social Insurance issued at one of its offices or the office of its designate, a consumer who is eligible for energy assistance under the department's guidelines or is certified as being a genuine financial need, defined as any household with gross income at or below 130% of the poverty level, and who has been issued a 10 day notice between November 1 and March 31, and who presents such notice to the Department for Social Insurance, shall be allowed thirty (30) days beyond the termination date provided such certification is delivered to the cooperative during the initial ten (10) day notice period by the applicant in person, by his or her agent, by mail, or by a telephone call from an employee of the Department for Social Insurance.

As a condition of the thirty (30) day extension, the customer shall exhibit good faith in paying his indebtedness by making a present payment in accordance with his ability to do so. The thirty (30) day period shall begin to run at the end of the 10th day of the ten (10) day period.

When the customer exhibits good faith by offering to make a present payment commensurate with his or her ability to do so and by agreeing to a repayment schedule which would permit the

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TARIFF BRANCH <i>Brent Kirtley</i>
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Title President and CEO



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consumer to become current in the payment of his or her electric bill as soon as possible, but no later than the next October 15, the Cooperative will accept a partial payment plan.

The Cooperative shall not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents a certificate to the utility certified by the Kentucky Cabinet for Human Resources (or its designee) that the customer is eligible for the Cabinet's Energy Assistance Program or whose household income is at or below 130 percent of the poverty level.

**C. Winter Hardship Reconnection-** The Cooperative shall reconnect service to a residential consumer who has been previously disconnected for nonpayment of bills prior to application for reconnect, and who applies for such reconnection of service during the months from November through March when the consumer or his or her agent,

I. Presents a certification of need from the Cabinet for Human Resources, Department for Social Insurance including a certification that a referral for weatherization services has been made if such service is available; (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 customer 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 130 percent of the poverty level, may obtain a certificate of need from the department to be used in obtaining a service reconnection from the utility) (Weatherization Program: Customers obtaining a certificate of need under this regulation shall agree to accept referral to and utilize weatherization services which are administered for Human Resources. The provision and acceptance of weatherization services is

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contingent on the availability of funds and other program guidelines. Weatherization services include, but are not limited to, weather-stripping, insulation, and caulking) and

II. Pay 1/3 of his or her outstanding bill or \$200.00 whichever is less; and

III. Agrees to a repayment schedule which would permit the consumer to become current in the payment of his or her electric bill as soon as possible but no later than the next October 15 provided, however, that if, at the time of application for reconnection the consumer has an outstanding bill in excess of \$600.00 and agrees to a repayment plan that would pay current charges and makes a good faith reduction in the outstanding bill consistent with his or her ability to pay, then such plan shall be accepted. In addition to payment of current charges, the repayment schedule shall provide an option to the customer to select either one (1) payment of arrearages per month or more than one (1) payment of arrearages per month.

IV. The Cooperative shall not require a new deposit from a customer whose service is reconnected due to subsection C. of this section.

V. Customers qualifying for reconnection shall be exempt from the reconnect charge.

**D. Medical Certificates Presented by the Customer-** 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. For customers presenting medical certificates, the Cooperative shall negotiate partial payment

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plan based upon the customer'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. The cooperative shall not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents to the utility a medical certificate in writing by a physician, registered nurse or public health officer. The Cooperative, upon notification of the medical debilitation will mail by certified letter a statement of receipt of the medical notification and state the allowance of a thirty day extension period along with information of the Cabinet for Human Resource's ombudsman number for possible financial assistance if available.

**E. When a Customer Request is Made for a Partial Payment  
Plan Relative to Line-cost:**

I. The applicant's request will be reviewed by Salt River's existing Loan Committee. The committee shall base its approval or denial of the request on the review of the applicant's credit-worthiness by examination of a credit report and/or other sources or records the committee may deem necessary to make the determination. Any costs incurred in obtaining records to make the determination shall be borne by the applicant.

II. The applicant shall be required to pay at least one-half of the line cost up-front as an indication of good faith in meeting the obligation of the remaining balance. The remaining balance and length of time so requested by the member in fulfilling the obligation of the agreement shall be approved or denied by the committee. The committee may offer an alternate plan of its own if the customer's suggested payment plan is denied. All agreements shall be in writing.

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III. Any partial payment balance shall accrue interest at Salt River's current marketing interest rate. The customer may elect to pay the agreement in full prior to the payoff date with no penalty.

IV. Any delinquency in the payment plan shall result in Salt River taking immediate action to collect the remaining balance through normal collection procedures.

V. Customers approved and participating in the Line Cost Loan Program of the Cooperative will be eligible for refund of line extension monies paid when the loan has been paid in full. The refund amount at that time shall take into consideration the time accrued from the first billing date. This clause shall take precedent over any other clause within the Cooperative's regulations regarding line cost refund when a line-cost loan exists for the customer.

7. BILLING OPTIONS EXTENDED TO THE MEMBER-

A. Budget Billing Plans:

I. Levelized (Budget Billing): Levelized budget billing is available to all residential customers who have lived at their present location for one year and have signed an agreement for such billing.

The levelized payment plan for each account is determined by:

(a) Totaling the past twelve (12) months' KWH and determining an average KWH usage for this period of time; and

(b) Deriving the current revenue figure from the average KWH and adding or subtracting any fuel charge, security light charges, taxes, if applicable; and

(c) The budget amount is then carried to a dollar amount. This amount will become the monthly payment for the account; and

(d) Each month the 12th month current month added, thereby maintaining a "rolling" twelve (12) month current average, and adjusting the need for a catch-up month.

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The consumer agrees to pay the budgeted amount on or before the delinquent date indicated on the bill each month. Failure to do so may void the agreement and the total balance, if any will be due and payable.

II. Fixed (Budget Billing): A fixed budget billing plan will be made available to accommodate a member who has not yet established 12-months' of kwh history and thus is disallowed from using the Cooperative's Levelized Budget Billing Plan. This plan will also permit the remaining spouse in divorce or in death occurrences to utilize the Fixed-Budget Plan when kwh history has not been established exclusively in their name.

(a) The plan requires that the member be a residential customer and signs an agreement for such billing.

(b) The method used for determining the fixed budget amount shall be based on:

An amount determined by the Cooperative using either historical data gathered from the location or an estimated kwh usage based on documented information and sources.

(c) The member agrees to pay the budgeted amount on or before the delinquent date on the bill. Failure to do so may void the agreement and the total balance, if any, becomes due.

(d) After 12-months' kwh has been billed through the Cooperative's Fixed Budget Plan, the member will be notified that this plan is no longer an option; at that time the account will automatically convert to the Normalized Budget Billing Plan with the next billing unless subsequent notification from the member is indicated to the contrary.

In any case, any arrearage and/or billings from the Fixed Billing Plan must be paid to bring the account to a current payment status; however, an agreement may be negotiated between the member and the Cooperative to accommodate the

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**B. Bank Drafts-** Customers may elect to pay their monthly bills through the cooperative's bank draft plan which requires a copy of the member's deposit slip in order to obtain bank routing numbers and the member's banking account number. The member may enter the plan at any time or request removal from the plan at any time. The member will continue to receive a monthly statement which indicates the amount billed and the bill will state that the account has been paid through the draft. The member agrees that each payment shall be the same as if it were a check or withdrawal personally signed and authorized by the member.

If at any time while the member is enrolled in the Automatic Bank Draft Plan, a financial institution advises this Cooperative that payment cannot be made due to insufficient funds, account closed, or any other condition which the member has direct control, the Plan will be terminated. If the condition is determined to be the fault of the financial institution, with the Cooperative advised in writing by the financial institution, the member will be immediately restored to the plan.

**C. Third Party Notice Authorization-** A cooperative member may authorize any person or organization so designated to receive an exact copy of his/her cutoff notice, if the member is delinquent. This third party notice is intended as a service to the elderly or bedridden member who might forget to pay their electric bills, or because of their illness are unable to handle their financial affairs. This extra notice does not mean that the third party must pay the bill. It is merely a notification to the third party that there is a payment now delinquent of the second party (the member) so that the third party might take steps in assisting the second party avoid interrupted service due to scheduled cutoff.

**D. Extension of Time for Senior Citizens, Disability Cases-**The Cooperative will honor requests for an extension of time beyond the normally scheduled delinquent date from senior citizens who receive SSI (Social Security Insurance) disbursement checks or other individuals who are permanently disabled. Penalty shall not be assessed.

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payment. Proof shall be provided by a document or source that will permit the Cooperative to ascertain the validity of the request. The member who meets the criteria listed shall be responsible for meeting all other dates, including making payment before the scheduled cutoff date, in conformance with the Rules and Regulations of the Cooperative and so stated in the PSC (Public Service Commission) regulations.

**E. Credit Card Payment-** the Cooperative may honor such credit card payments for electric bills, membership fees, deposits, line costs, or other electrical sales contingent on the existence of an agreement between the Cooperative and the participating vendor.

**F. Automatic Transfer of Name from Tenant to Owner-** An owner may request that a location or locations be automatically transferred to his/her name upon request for disconnection or for disconnection for nonpayment upon the delinquency of the tenant. This indication will be evidenced in writing listing the meter numbers requested and the service location so requested. Any bills resulting from the automatic transfer authorization will remain the owner's responsibility after change from the tenant's name to the owner.

If an automatic transfer is made to the owner because of the delinquency of the tenant, the owner must immediately make arrangements to pay any membership fee, deposit or deposits or any additional fees required to change the service to their name. If the owner does not make the necessary arrangements of payments and fees, if due, service will be disconnected after ten (10) days written notice of termination mailed or otherwise delivered to the last known address of the customer. The notice shall plainly state the reason for termination and that the owner has the right to dispute the reasons for termination.

Failure to react to the requirements of this plan may cause future arrangements to be denied to the owner.

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Date of Issue September 1, 2010 Date Effective September 9, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

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

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8. DISCONTINUANCE AND/OR REFUSAL OF SERVICE

**A. Customer's Request for Termination of Service-** Any member desiring service discontinued or changed from one address to another shall give the Cooperative three (3) working days notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions. The customer shall not be responsible for charges for service beyond the three (3) day period if the customer provides reasonable access to the meter during the notice period. If the customer notifies the utility of his request for termination by telephone, the burden of proof is on the customer to prove that service termination was requested if a dispute arises.

**B. Advance Termination Notice-** When advance termination notice is required, the termination notice shall be mailed or otherwise delivered to the last known address of the customer. The termination notice shall be in writing, distinguishable and separate from any bill. The termination notice shall plainly state the reason of termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.

**C. Refusal or Discontinuance of Service-** The Cooperative may refuse or discontinue to serve an applicant or customer under the following conditions:

I. For non-compliance of its rules and regulations. However, the Cooperative shall not discontinue or refuse service to any customer for violations of its rules and regulations without first having made a reasonable effort to induce the customer to comply with the rules and regulations as filed with the Public Service Commission. After such effort on the part of the Cooperative, service may be disconnected or refused only after the customer shall have been given at least ten (10) days written notice of such intention mailed to the last known address of the customer. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent

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bill, and that the customer has the right to dispute the reasons for termination.

II. When a dangerous condition is found to exist on the customer's premises, the service shall be disconnected without notice or refused, provided that the Cooperative notifies the customer immediately of the reason for the discontinuance or refusal in writing and, if possible, orally of the reasons for the termination or refusal, and the corrective action to be taken by them before service can be installed or restored. Such notice shall be recorded by the utility along with the corrective action for future reference.

III. When a customer refuses or neglects to provide reasonable access to the premises for the purpose of installation, operation, meter reading, maintenance or removal of the Cooperative's property, the Cooperative may discontinue or refuse service only after the customer shall have been given at least ten (10) days written notice of such intention, delivered to the last known address of the customer. The termination notice shall plainly state the reason for the termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.

IV. The Cooperative shall not furnish service to any customer when such customer is indebted to the Cooperative for service furnished until such customer shall have paid such indebtedness.

V. Except in instances where a dangerous condition exists or when otherwise ordered by a government official, the Cooperative may refuse or discontinue service to a customer if the customer does not comply with state, municipal or other codes, rules and regulations applying to such service after giving ten (10) days written notice mailed to the last known address of the customer. The termination notice shall plainly state the reason for the termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.

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VI. For non-payment of bills. However, the Cooperative shall not discontinue service to any member for non-payment of bills (including late charges) without first having made reasonable effort to induce the member to pay same. The customer shall be given at least 10 days written notice, but the cut-off shall not be effective for 27 days after the mailing date of the original bill. The termination notice to residential customers shall include written notification to the customer of the existence of local, state and federal programs providing for the payment of utility bills under certain conditions, and of the address and telephone number of the Department for Social Insurance of the Cabinet for Human Resources to contact for possible assistance. The telephone number of the Cabinet for Human Resource Ombudsman may be sufficient for the entire service area. Such termination notice shall be exclusive of and separate from the original bill.

**D. Termination of Service / Collection of Delinquent Accounts - A** (T)  
twenty (\$20.00) charge will be assessed when the Cooperative (T)  
representative terminates service. If a trip is required to the (T)  
customer's location to terminate service, the charge may be assessed (T)  
if the utility representative actually terminates service or if, in (T)  
the course of the trip, the utility representative agrees to delay  
termination, after approval by the Cooperative office, based on the  
customer's payment or agreement to pay the delinquent bill by a (T)  
specific date. The utility may make a termination of service charge  
only once in connection with any billing period. This shall not limit  
the Cooperative's right to assess charges for other services, such as  
return check charges, etc.

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Issued By /s/ Larry Hicks  
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*Brent Kirtley*  
Title President and CEO

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**E. Disconnect for Non-Payment Charge/Reconnection-** In the event a member is disconnected for non-payment of a delinquent account and requests reconnection during regular working hours, a \$20.00 reconnection service call charge shall be collected in advance. After regular working hours, there will be a special charge in the amount of \$ 50.00 for reconnection. Total amount shall therefore, be \$40.00 during working hours and \$70.00 after hours (amount includes a \$20.00 disconnect fee).

**F. Checks Returned-** Unhonored by Bank- There will be a \$10.00 charge for any check returned to the Cooperative by a bank for any reason. A return check shall be considered as non-payment of a bill and will immediately be sent for collection without additional notice should account already be subject to disconnect.

The Cooperative shall have the right to refuse to accept checks in payment of an account from any consumer that has demonstrated poor credit risk by having two (2) or more checks returned unpaid from a bank for any reason. The Cooperative may not accept a check to pay for and redeem another check or accept a two (2) party check for cash payment of an account.

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Issued By *[Signature]* Title President and CEO  
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9. COOPERATIVE/PSC REGULATIONS REGARDING SERVICE CONNECTIONS

**A. Temporary Service-** A member or consumer requesting temporary service may be required to pay all cost of constructing, removing, connecting, and disconnecting service. The facilities that are temporary in nature, such as for construction contractor, saw mills, oil wells, carnivals, fairs, camp meetings, etc., will be provided to consumers making application for same, provided they pay an advance fee equal to the reasonable cost of constructing and removing such facilities along with a deposit, (amount to be determined by the Cooperative) for estimated KWH usage. Upon termination of temporary service the payment paid on estimate usage will be adjusted to the actual usage and either a refund or additional billing will be issued to such temporary member or consumer.

A member or consumer requesting a temporary service for construction of a permanent facility may be required to pay all cost of construction and connection of said service. Any payment required shall be refunded in accordance to the line extension policy for permanent residences if, in fact, the temporary service is replaced by a permanent facility. Temporary service used for such construction may be only utilized for a period not to exceed six (6) months after which time the service will be disconnected unless a written extension of time is obtained from the Cooperative.

The Cooperative will as an option provide a temporary meter assembly for construction purposes provided the member or contractor pays for the actual costs of providing said service.

**B. Line Extension to Mobile Homes-**

I. All extensions up to 300 feet from the nearest facilities shall be made without charge, except for any charges required by the Cooperative for all consumers.

II. In counties requiring mobile home zoning the consumer shall provide a certificate of approval for the mobile home before construction shall begin.

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Issued By *Larry*  
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III. All required fee charges and advances shall be paid before construction begins, and the mobile home must be set in place before service can be extended.

IV. The consumer shall install, or pay to have installed, his own trailer pole and it shall meet the requirements of the National Electric Safety Code as set forth in 807 KAR 5:041, Section 3. As an option the Cooperative will provide the service of setting a meter pole provided that the member reimburses the Cooperative the actual expense of performing such service.

V. For extensions greater than 300 feet and less than 1000 feet from the nearest facility, the Cooperative will charge an advance equal to the reasonable cost incurred by it for that portion of that service beyond 300 feet in addition to any other charges required by the Cooperative for all consumers.

VI. The above advance shall be refunded to the consumer over a four (4) year period in equal amounts for each year the service is continued and the refund advance date begins with the first billing date.

VII. If the service is disconnected 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.

VIII. No refunds shall be made to any consumer who did not, or was not required to make the advance at the time of construction.

IX. For extensions which are greater than 1000 feet the provisions, as stated in subsection B (V), apply to the first 1000 feet. For that portion of the line over 1000 feet the Cooperative will charge the consumer the cost of construction for that portion of service beyond 1000 feet. The Commission for that portion over 1000 feet is subject to refund as follows:

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Each year for a period of not less than ten (10) years, which shall be the refund period, the Cooperative shall refund to the customer or customers who paid for the excessive footage the cost of 1000 feet less the cost of the new line extension for each additional customer connected during the year whose line is directly connected to the extension installed and not to extensions or laterals therefrom. For each consumer connected the utility shall refund to the consumer who paid for the extension that portion over 1000 feet but not to exceed the cost of 1000 feet per consumer. In no case shall the refund exceed the total cost of this portion in excess of 1000 feet of the extension.

X. All mobile home meter poles shall be wired and inspected according to the National Electric Code (NEC) and shall be wired and inspected at the expense of the consumer. As an option, the Cooperative will provide the service of wiring a meter pole assembly provided that the member reimburses the Cooperative for the actual expense of performing such work. The customer will still be required to provide for the inspection of his service prior to connection.

XII. Any consumer who puts up a trailer line extension deposit and replaces his trailer with a permanent residence which is connected directly to the line for which the deposit was made, shall be refunded his deposit upon terms and conditions of the line extension policy for permanent residences.

**C. Line Extensions to Permanent Residences (under 1000 feet)-** An extension of 1000 feet or less shall be made by the Cooperative to its existing distribution line without charge for a prospective customer who shall apply for and agree to use the service for one year or more and provides guarantee for such service. The "service drop" to the house from the distribution line at the last pole shall not be included in the foregoing measurement.

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**D. Line Extensions to Permanent Residences (Over 1000 feet)-**

I. When an extension of the Cooperative's line to serve a member or group of members amounts to more than 1000 feet per member, the total cost of the excessive footage over 1000 feet per member shall be deposited by the applicant or applicants based on the average estimated cost per foot of the total extension.

II. Each member receiving service under such extensions will be reimbursed under the following plan:

Each year for a period of not less than ten (10) years, which for the purpose of this rule shall be the refund period, the Cooperative shall refund to the member or members who paid for the excess footage the cost of 1000 feet less the cost of the new line extension for each additional customer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom, but in no case shall the total amount refunded exceed the amount paid the Cooperative. After the end of the refund period, no refund will be required.

III. The member must grant an easement to the Cooperative to take off the original line extension.

**E. Line Extensions to Commercial Customers-**

I. Single Phase Line Extensions shall be made under the same guidelines as described in Items 9C and D as stated previously.

II. Three Phase Line Extensions shall be made for commercial and industrial customers requesting such, based upon the estimated revenue to be received during the first one (1) year. Three phase line extensions will be made at no cost for any member whose first year revenue exceeds the cost of construction. For extensions whose cost exceeds the estimated revenue, the member shall deposit the difference with the Cooperative and sign an agreement for electric service.

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III. For three-phase extensions the refund as described in II above will only be made if the additional members connected are three-phase consumers. The normal line extension for three-phase consumers shall only be from existing 3-phase distribution lines. (2-phase line extensions shall be considered as three-phase.)

**F. Line Extension for Residential or Commercial Development-** An applicant desiring an extension to a proposed real estate subdivision shall be required to pay the entire cost of the extension. If a deposit is made, the amount deposited shall be refunded to the applicant over a ten (10) year period under the following conditions:

I. Each year for a period of not less than ten (10) years the utility shall refund to the applicant who paid for the extension a sum equivalent to the cost of 1000 feet of the extension installed for each additional permanent residential or commercial customer connected during the year, but in no case shall the total amount refunded exceed the amount paid to the utility. After the end of the refund period from the completion of the extension no refund will be required to be made.

II. All right-of-way must be cleared by the developer, to the satisfaction of the Cooperative, before the construction begins.

III. The developer must provide all required easements to the Cooperative to take off the original line extension.

**G. Line Extension to structures and/or facilities other than residences (Houses or Mobile Homes) -**

I. The Cooperative will extent service to structures and facilities other than residences under the following conditions:

A. Adequate right-of-way easement to construct extension will be made available to the Cooperative.

B. All fees including the membeship fee to be paid at the time of application for service.

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C. Extensions of up to 300 feet from the nearest facility shall be made without additional charge for line construction.

D. Deleted

E. For extensions greater than 300 feet and less than 1000 feet from the nearest facility, the utility may charge an advance equal to the reasonable costs incurred by it for that portion of the service beyond 300 feet plus fifty (\$50) dollars.

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

2. If the service is discontinued for a period of sixty (60) days, or should the facility 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.

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

4. Structures must be wired and pass electrical inspection prior to construction of the extension.

II. Extensions made under item (E) shall be made on an "Estimated Average Cost" per foot of line. This cost may be revised and updated at six-month intervals.

III. For line extensions beyond 1000 feet from the nearest facility, the extension policies are the same as normal distribution line extension.

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IV. The Cooperative retains full ownership of all extensions and electrical facilities installed by the Cooperative.

**H. Underground Electric Service-** The purpose of this policy is to formulate the Cooperative's requirements for underground electrical service, which will insure adequate service and safety to all persons engaged in the construction, maintenance, operations, and use of underground facilities and to the public in general.

I. Application...This policy shall only apply to underground supply facilities used in connection with the electric distribution within the definitions set out herein.

II. Definitions...The following words and terms, when used in this policy, shall have the meaning indicated.

III. Applicant...The developer, builder, or other person, partnership, association, corporation, or governmental agency applying for installation of underground electric distribution system.

IV. Building..A structure enclosed within exterior walls or fire walls, built, erected or framed of component structural parts and designed for less than 5 family occupancy.

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

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

VII. Subdivision...A tract of land which is divided into ten or more lots for the construction of new residential buildings, or for the construction of two or more new multiple-occupancy building.

VIII. Commission...The Kentucky Public Service Commission.

IX. Trenching and BackFilling...Opening and preparing the ditch for the installation of conductors including placing of race-ways under roadways, drive-ways, or paved areas; providing a dirt or sand bedding below and above conductors when required and backfill of trench to ground level.

X. Right-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 rights accessible to utility's equipment in which the utility has the legal right to occupy, and the public lands and private property across which right-of-ways and easements satisfactory to the Cooperative are provided without cost or condemnation by the Cooperative.

(b) Right-of-way and easements suitable to the Cooperative for the underground distribution facilities must be furnished by applicant in reasonable time to meet service requirements. The

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applicant shall make the area in which the underground distribution facilities are to be located accessible to the Cooperative's equipment and 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 owner to provide continuing access to the utility for operation, maintenance, or replacement of its facilities and to prevent any encroachment in the utility's easement of substantial changes in grade or elevation thereof.

**I. Installation of Underground Distribution System Within a New Subdivision:**

I. Where appropriate contractual arrangements have been made, the Cooperative shall install, within a planning and zoning approved subdivision, an underground electric distribution system of sufficient capacity and suitable materials. It shall be the Cooperative's responsibility to assure that the property owners will receive safe and adequate electric service for the foreseeable future.

II. All single phase conductors installed by the utility shall be underground. Appurtenances such as transformers, pedestal mounted terminals, switching equipment, and meter cabinets may be placed above the ground.

III. Three-phase primary mains or feeders required in a subdivision to supply local distribution or service individual three-phase loads, may be overhead unless underground is required by governmental authority or chosen by the applicant, and either of which case the differential cost of underground shall be borne by the applicant for such service.

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IV. If the applicant has complied with the requirements herein and has given the Cooperative not less than 120 days written notice prior to anticipated date of completion (i.e., ready for occupancy) of the first building in the subdivision, the Cooperative shall complete the installation 30 days prior to the estimated completion 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 this service to portions of a subdivision not under active development.

V. Applicant may be required to guarantee the entire estimated cost of any subdivision line extension. Once this amount has been deposited with the Cooperative, construction shall proceed as provided in paragraph 4 above. The construction deposit shall be refunded to the applicant over a ten (10) year period as provided below:

(a) Each year for a period of not less than the (10) years the utility shall refund, to the applicant who paid for the extension, a sum equivalent to the cost to extend a one thousand (1000) feet overhead line extension for each additional customer connected during the calendar year. In no case will the total amount refunded exceed the amount initially paid to the Cooperative. After completion of the said extension and the expiration of the ten (10) years refund period, no refund will be required to be made for additional customer connections.

(b) The applicant shall be required to perform all necessary trenching and backfilling of ditches and manholes in accordance with the Cooperative's specifications. Additionally, the applicant at his own expense, will have installed the underground duct system and manholes to the standards as set by

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Date of Issue September 1, 2010

Date Effective September 1, 2010

Issued By *Jimmy Paul*  
Name of Officer

Title President and CEO

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

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 55  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 54

RULES AND REGULATIONS

the Cooperative. By mutual agreement the Cooperative will perform or have performed by an outside contractor all trench and backfill work, provided that the applicant agrees to reimburse the Cooperative for actual expenses incurred.

(c) The Plan for the location of all facilities to be installed shall be approved by the Cooperative and applicant prior to construction. Alterations in plans by the applicant which require additional cost of installation or construction, shall be at the sole expense of the applicant.

(d) 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 and all final grades set for the lots and roadways.

(e) The charges specified in these rules are based on the premises that each applicant will cooperate with the utility in an effort to keep the cost of construction and installation of underground electric distribution system as low as possible and make satisfactory arrangements for the payment of the above charges prior to installation of the facilities. The cooperative will waive the deposit for the expansion of any established development which will allow for a customer density of 50 or more permanent residences per mile of installed line.

(f) All electric facilities shall be installed and constructed to comply with the rules and regulations of the Public Service Commission, National Electric Safety Code and the Cooperative's specifications.

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

Date of Issue September 1, 2010

Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

SALT RIVER ELECTRIC COOP. CORP.

NAME OF ISSUING CORPORATION

P.S.C. No. 12

Original Sheet No. 56

Canceling P.S.C. No. 10

1st Revised Sheet No. 55

RULES AND REGULATIONS

**J. Installation of Underground Service Facilities for Individual Residential or Commercial Customers-**

OPTION NUMBER 1.

I. Customer opens and closes ditch from house to the nearest pole, padmount transformer, splice box, or other point of connection as determined by Cooperative personnel under the guidelines of the Cooperative's current specifications.

II. The customer shall furnish and have installed all conduit from the meter socket to the point of connection as determined by the Cooperative in Item #1 above. In addition the customer will provide a pull wire inside the conduit system to assist the Cooperative in the installation of the conductor.

III. The Cooperative will furnish and install the underground service conductor from the meter base to the point of connection with other Cooperative facilities. The Cooperative will also provide all conduit required for the installation of the conductor up any Cooperative owned and maintained pole.

IV. The Cooperative will maintain any underground conductor which is installed under this option except in the occurrence of a dig-in. The Cooperative will repair all dig-ins on a cost plus basis.

V. Customer will pay a fee of \$175.00 for the first 150 feet of conductor for any underground installation. This price includes a special underground meter socket which will be provided by the Cooperative. For all additional conductor after the first 150 feet, the customer will be charged an additional fee of \$1.45 per foot. All costs associated with the installation of underground service must be paid prior to the scheduling of the work. The maximum distance which the cooperative will run any underground service drop is limited by the voltage drop allowed by NEC and Kentucky Public Service Commission Standards. The distance will also be limited

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JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Burt Kirtley*

**EFFECTIVE**

Date of Issue September 1, 2010

Date Effective September 1, 2010

**9/1/2010**

Issued By

*[Signature]*  
Name of Officer

Title President and CEO

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

FOR ENTIRE AREA SERVED  
Community, Town or City

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 57  
Canceling P.S.C. No. 10  
2nd Revised Sheet No. 56

RULES AND REGULATIONS

by the ability for the Cooperative to pull it's conductor through the conduit system from the meter base to the point of connection.

OPTION NUMBER 2

Deleted.

**K. For All Other Developments Or Individuals That Do Not Meet The Conditions Set Forth In these Rules Above-** Underground distribution will be installed provided an advance to the Cooperative is made in an amount equal to the difference between the Company's estimated cost of underground facilities and overhead facilities, which it would otherwise provide. This advance is nonrefundable and shall be applied to the cost of underground.

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TARIFF BRANCH <i>Brent Kirtley</i>
<b>EFFECTIVE</b>

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 58  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 57

RULES AND REGULATIONS

**L. Relocation of Lines-** When the Cooperative is requested to relocate its facilities for any reason, any expense involved will be paid by the firm, person, or persons, requesting the relocation, unless one or more of the following conditions are met:

I. The relocation is made for the convenience of the Cooperative.

II. The relocation will result in a substantial improvement in the Cooperative's facilities as determined by the Cooperative (these costs may be shared as determined by the Cooperative).

III. That the relocation is associated with other regularly scheduled conversion or construction and can be done at the same time with little or no additional cost to the Cooperative.

If the Cooperative is required to relocate, upgrade or modify its existing facilities in order to comply with safety or clearance codes due to actions of the consumer (such as construction of facilities, landscape grading or other alterations affecting the Cooperative's property), any expenses incurred by the Cooperative will be paid by the firm, person or persons, causing the relocation or modification, unless one or more of the above conditions are met.

**M. Unusual Circumstances-** When the application of these rules appear impractical or unjust to either party or discriminatory to other consumers, the Cooperative or applicant shall refer the matter to the Commission for special ruling or for the approval of special conditions which may be mutually agreed upon, prior to commencing of construction.

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

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

P.S.C. No. 12, 2<sup>nd</sup> Original Sheet No. 59  
Canceling P.S.C. No. 12, 1<sup>st</sup> Original Sheet No. 59

**RULES AND REGULATIONS**

**N. Prices for Line Extensions-** The following unit costs will be used to determine any line costs associated with service line extensions included within this section:

**OVERHEAD LINE CONSTRUCTION (Including poles, wire, and transformer)**

Single Phase Primary Line	\$ 7.72 PER FOOT	I
Three Phase Primary Line	\$16.71 PER FOOT	I
Service Wire	\$ 4.79 PER FOOT	I
Right of Way Clearing (Trees)	\$ 4.52 PER FOOT	I
Service Wire with Pole	\$9.13 PER FOOT	I

**UNDERGROUND LINE CONSTRUCTION (Including wire and pad transformer)**

Single Phase Primary Line	\$11.33 PER FOOT	I
---------------------------	------------------	---

**COST DIFFERENCE PER FOOT FOR UNDERGROUND PRIMARY LINE**

Single Phase Primary Line	\$ 3.61 PER FOOT	I
---------------------------	------------------	---

The above costs per foot represent the average cost of extending a line between three hundred (300) and one thousand (1000) feet to one new customer.

**O. Estimated Line Construction Costs-** Any price quotation for line relocation extension or differential costs (excluding underground "estimated average cost differential") given by the Cooperative to a consumer shall be valid for a period not to exceed 60 days, after which time the Cooperative may update such estimate in order to more accurately reflect actual costs.

**P. Franchise Fee -** The franchise fee of any local governmental unit shall be assessed only against consumers located within the boundaries of the franchising unit of government and shall be listed as a separate item on the bills of the consumers located within the franchised area with a designation on the bill of the amount of the franchise fee and the unit of government to which the fee is payable.

DATE OF ISSUE: January 5, 2022

DATE EFFECTIVE, Service rendered on and after  
February 9, 2022

ISSUED BY /s/ Tim Sharp

TITLE President & CEO

KENTUCKY PUBLIC SERVICE COMMISSION
<p style="color: red; font-weight: bold;">Linda C. Bridwell</p> <p style="color: red;">Executive Director</p> 
EFFECTIVE <b>2/9/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**SALT RIVER ELECTRIC COOPERATIVE CORPORATION**  
**Customer Bill of Rights**

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the Cooperative.
- You have the right to inspect and review the Cooperative's rates and tariffed operating procedures during the Cooperative's normal office hours.
- You have the right to be present at any routine utility inspection of your service connection.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment provided you are not delinquent under a previous agreement and appear in person to negotiate this agreement prior to your scheduled cutoff date.
- You have the right to participate in the normal budget billing plan if you meet the guidelines set forth in the rules and regulations of the Cooperative.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance of the service has been corrected.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
JAN 11 1993

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

BY: George H. Miller  
PUBLIC SERVICE COMMISSION MANAGER

- **If you have not been disconnected, you have the right to maintain your electric service for up to thirty (30) days if you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between November and the end of March.**
  
- **If you have been disconnected due to nonpayment, you have the right to have your electric service reconnected between the months of November through March provided you:**
  - (1) **Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and**
  - (2) **Pay one third (1/3) of your outstanding bill (\$200 maximum), and**
  - (3) **Accept a referral to the Human Resources' Weatherization program,**
  - (4) **Agree to a repayment schedule that will cause your bill to become current by October 15.**
  
- **You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with this utility (Call Toll Free 1-800-772-4636).**

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

**JAN 11 1993**

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

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

SALT RIVER ELECTRIC COOP. CORP.

NAME OF ISSUING CORPORATION

P.S.C. No. 12

Original Sheet No. 60

Canceling P.S.C. No. 10

1st Revised Sheet No. 57

RULES AND REGULATIONS

**ENERGY EMERGENCY CURTAILMENT PLAN**

INTRODUCTION:

In Administrative Case Number 353, the Kentucky Public Service Commission ("Commission") ordered all electric utilities under its jurisdiction to establish energy curtailment procedures to be used in the event that customer demand appears likely to exceed the utility's available supply of energy.

PURPOSE:

The purpose of this plan is to provide guidelines for reducing the use of electric energy on Salt River Electric Cooperative Corporation's ("Salt River") distribution system in the event of energy deficiencies due to coal shortages, capacity deficits, mechanical failures and other emergency situations.

PRIORITY LEVELS:

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

**Level 1 - Essential Health and Safety Uses:**

- (a) "Hospitals", which shall be limited to institutions providing medical care to patients.
- (b) "Life Support Equipment", which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
- (c) "Police Stations and Government Detention Institutions", which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons. These uses shall include essential street, highway and signal lighting systems.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Burt Kirtley*

EFFECTIVE

**9/1/2010**

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

Date of Issue September 1, 2010

Date Effective September 1, 2010

Issued By

*[Signature]*  
Name of Officer

Title President and CEO

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 61  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 58

RULES AND REGULATIONS

- (d) "Fire Stations", which shall be limited to facilities housing mobile fire fighting apparatus.
- (e) "Communications Services", which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations.
- (f) "Water and Sewage Services", which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.
- (g) "Transportation and Defense Related Services", which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services.
- (h) "Other Energy Source Services", which shall be limited to essential uses required for the production, transportation, transmission and distribution, for fuel, of natural or manufactured gas, coal, oil or gasoline.
- (i) "Perishable Food or Medicine", which shall be limited to refrigeration for the storage and preservation of perishable food or medicine, when that use is substantially all of the customer's load.

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

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EFFECTIVE

**9/1/2010**

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

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

SALT RIVER ELECTRIC COOP. CORP.

NAME OF ISSUING CORPORATION

P.S.C. No. 12

Original Sheet No. 62

Canceling P.S.C. No. 10

1st Revised Sheet No. 59

RULES AND REGULATIONS

**Level 2 - Residential Uses:**

This level includes energy use for all purposes by Salt River customers receiving service under its residential rate schedules with the exception of those uses classified as Level 1 or Level 4 as defined by this plan.

**Level 3 - Commercial and Industrial Uses:**

This level includes energy use for all purposes by Salt River customers receiving service under its commercial and industrial rate schedules with the exception of those uses classified as Level 1 or Level 4 as defined by this plan.

**Level 4 - Nonessential Users:**

This level includes the following types of use, as well as similar uses, for all customers and such other uses which may be subsequently identified:

- (a) Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a singly illuminated sign identifying commercial facilities when operating after dark.
- (b) General interior lighting levels greater than minimum functional levels.
- (c) Show window and display lighting.
- (d) Parking lot lighting above the minimum functional levels.
- (e) Energy use greater than that necessary to maintain a temperature of not less than 78 degrees during the operation of cooling equipment and not more than 65 degrees during the operation of heating equipment.
- (f) Elevator and escalator use in excess of the minimum required for non-peak hours of use.

**KENTUCKY  
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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

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*Brent Kirtley*

EFFECTIVE

**9/1/2010**

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

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 63  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 60

RULES AND REGULATIONS

- (g) Energy use greater than that which is the minimum required for lighting, heating or cooling of commercial or industrial facilities for maintenance cleaning or business related activities during non-business hours.

IMPLEMENTATION:

The provisions of this plan will be implemented only when a state of emergency or disaster has been declared by the appropriate authority. This plan will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. The mandatory energy curtailment provisions of this plan will be implemented only upon the order of the Governor of the Commonwealth of Kentucky or other duly constituted authority. In the event of any such order, Salt River will assume no liability as to the consequences of complying with said order in regards to life, health or property.

PROCEDURES:

In the event of a potential electric energy deficiency, East Kentucky Power Cooperative, Inc. ("EKPC") shall issue a Load Reduction Alert. After Salt River has received said alert, the following steps will be carried out to the extent not prohibited by contractual commitments or by order of the regulatory authorities having jurisdiction. When the curtailment level is met, no further action will be required unless the load curtailment level is updated or additional loads are experienced.

- A. Steps to be initiated upon receipt of an EKPC Load Reduction Alert:
  - 1. Decide the extent of the emergency and estimate the amount of curtailment required.
  - 2. Curtail electric energy use by customers on interruptible contracts to a maximum number of hours of use per week as negotiated within the context of the contract provisions.

**KENTUCKY  
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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**9/1/2010**

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

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO



SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 64  
Canceling P.S.C. No. 10  
1st Revised Sheet No. 61

RULES AND REGULATIONS

- 3. Curtail the use of energy in all of Salt River's facilities.
  - 4. Through use of the news media and direct customer contact, appeal to all customers to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the nonessential use of electricity (Priority Level IV) by at least 25%.
  - 5. If deemed a feasible and viable measure at the time, utilize voltage reduction as a means of reducing energy requirements.
- B. Steps to be initiated if curtailment levels are not met via the preceding steps.
- 1. Through use of the news media and direct customer contact, advise all customers of the forthcoming program. Establish an effective means of answering specific customer inquiries concerning the impact of the program on the availability of electric energy.
  - 2. Implement the mandatory curtailment of electric energy use to all customers as indicated below:
    - (a) Priority Level IV - 100%
    - (b) Priority Level III - 25%
    - (c) Priority Level II - 15%
- C. Steps to be initiated if curtailment levels are not met via the preceding steps.
- 1. Through use of the news media and direct customer contact, advise all customers of the forthcoming program.
  - 2. Implement the mandatory curtailment of electric energy use to all priority levels (including Priority Level I) at a minimum service level that is not greater than that required for protection of human life and safety, protection of physical plant facilities, and employees' security.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

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TARIFF BRANCH

*Brent Kirtley*

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EFFECTIVE  
**9/1/2010**

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

Date of Issue September 1, 2010

Date Effective September 1, 2010

Issued By *[Signature]*  
Name of Officer

Title President and CEO

SALT RIVER ELECTRIC COOP. CORP.  
NAME OF ISSUING CORPORATION

P.S.C. No. 12  
Original Sheet No. 65  
Canceling P.S.C. No. 10  
Original Sheet No. 62

RULES AND REGULATIONS

- D. Steps to be initiated if curtailment levels are not met via the preceding steps.
1. Through use of the news media and direct customer contact, advise all customers of the forthcoming program.
  2. Implement procedures for the interruption of selected distribution circuits on a rotational basis, while minimizing, to the extent practicable, interruptions to Priority Level I.

ENFORCEMENT:

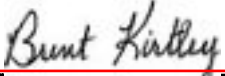
Salt River will make every reasonable effort to ensure that customers comply with the curtailment provisions of this plan. If a customer fails to comply, said customer will be given a verbal and written warning to curtail their use of electric energy within 24 hours or face the possibility that their electric service may be disconnected. If said customer fails to comply after being given such notice, the customer's electric service will be disconnected for the duration of the state of emergency or disaster.

TERMINATION OF CURTAILMENT:

The curtailment provision of this plan shall be terminated upon cancellation of the EKPC Load Reduction Alert.

RESPONSIBILITY:

Directors of Operations.

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

EFFECTIVE <b>9/1/2010</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Date of Issue September 1, 2010 Date Effective September 1, 2010

Issued By   
Name of Officer

Title President and CEO

2 Rates

SALT RIVER ELECTRIC  
Name of Issuing Corporation

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

P.S.C. No.	12
6 <sup>th</sup> Original Sheet No	1
Canceling P.S.C. No.	12
5 <sup>th</sup> Original Sheet	1

CLASSIFICATION OF SERVICE

FARM AND HOME SERVICE

SCHEDULE A-5

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to members of the Cooperative for all Farm and Home uses subject to the established rules and regulations of the Seller. The capacity of individual motors served upon this schedule shall not exceed 10 h.p.

TYPE OF SERVICE

Single phase, 60 Hertz, at available secondary voltage.

RATES\*

Customer Charge	-	\$9.20 per month	
Energy Charge	-	\$ .07849 per KWH	

MINIMUM CHARGE

The minimum monthly charge under the above rate shall be \$9.20 where 25 KVA or less transformer capacity is required. For members requiring more than 25 KVA transformer capacity, the minimum monthly charge shall be increased at the rate of \$.75 of each additional KVA or fraction thereof required. Payment of the minimum charge shall entitle the member in all cases to the use of the number of kilowatt hours, corresponding to the minimum charge in accordance with the foregoing rate.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
Oct 01, 2021

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

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

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/1/2021**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 2

Canceling P.S.C. No. 10

Original Sheet No. 34

CLASSIFICATION OF SERVICE

FARM AND HOME SERVICE

SCHEDULE A-5 (Cont.)

TERM OF PAYMENT

The above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Jerry*  
Larry Hacks

TITLE:

*Brent Kirtley*  
President & CEO

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No. 2010- Dated:

PUBLIC SERVICE COMMISSION OF KENTUCKY SECTION 9 (1)

	<u>FOR ENTIRE TERRITORY SERVED</u>	
FORM FOR FILING RATE SCHEDULES	Community, Town or City P.S.C. No.	12
<u>SALT RIVER ELECTRIC</u>	6th Original Sheet No	3
Name of Issuing Corporation		
	Canceling P.S.C. No.	12
	5th Original Sheet	3

CLASSIFICATION OF SERVICE

FARM AND HOME SERVICE - TAXABLE

SCHEDULE A-5T

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to member of the Cooperative for all Farm and Home uses subject to applicable state sales tax and subject to the established rules and regulations of the Seller. The capacity of individual motors served upon this schedule shall not exceed 10 h.p.

TYPE OF SERVICE

Single phase, 60 Hertz, at available secondary voltage.

RATES\*

Customer Charge	\$9.20per month	
Energy Charge	\$.07849 per kWh	

MINIMUM CHARGE

The minimum monthly charge under the above rate shall be \$9.20 where 25 KVA or less transformer capacity is required. For members requiring more than 25 KVA transformer capacity, the minimum monthly charge shall be increased at the rate of \$.75 of each additional KVA or fraction thereof required. Payment of the minimum charge shall entitle the member in all cases to the use of the number of kilowatt hours corresponding to the minimum charge in accordance with the foregoing rate.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /s/ Tim sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 4  
Canceling P.S.C. No. 10  
Original Sheet No. 36

CLASSIFICATION OF SERVICE

FARM AND HOME SERVICE - TAXABLE

SCHEDULE A-5T (Cont.)

TERM OF PAYMENT

The above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY: *Larry Hicks*  
Larry Hicks

TITLE: President & CEO

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: Pursuant to 807 KAR 5:011 SECTION 9 (1)

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

FORM FOR FILING RATE SCHEDULES	P.S.C. No.	12
<u>SALT RIVER ELECTRIC</u> Name of Issuing Corporation	6th Original Sheet No	5
	Canceling P.S.C. No.	12
	5th Original Sheet	5

CLASSIFICATION OF SERVICE

FARM AND HOME SERVICE (TIME OF DAY) SCHEDULE A-5-TOD

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to members of the Cooperative for all Farm and Home uses subject to the established rules and regulations of the Seller. The capacity of individual motors served upon this schedule shall not exceed 10 h.p. Consumer must remain on this tariff for a one (1) year minimum and must provide a sixty (60) day notice to change from this tariff to another one.

TYPE OF SERVICE

Single phase, 60 Hertz, at available secondary voltage.

RATES\*

Consumer must select Option A or Option B.

Option A - Applicable complete year

Customer Charge	\$12.07 per month	
On-Peak energy	\$ 0.10101 per kWh	
Off-Peak energy	\$ 0.05438 per kWh	

Winter season on-peak and off-peak hours are provided on the third page of this tariff.

DATE OF ISSUE: October 01, 2021

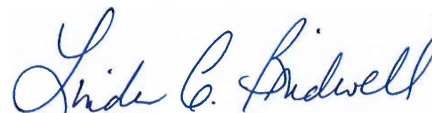
DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /s/ Tim Sharp \_\_\_\_\_  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

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

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/1/2021**

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



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED

Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

6

Canceling P.S.C. No.

12

5th Original Sheet

6

CLASSIFICATION OF SERVICE

FARM AND HOME SERVICE (TIME OF DAY) SCHEDULE A-5-TOD (cont)

Option B - Time-of-Day-Rates Applicable only for Winter Season

Customer Charge	\$12.07 per month	I
<b>Energy Rates</b>		
1. Winter Season (October-April)		
On-Peak Energy	\$ 0.10101 per kWh	I
Off-Peak Energy	\$ 0.05438 per kWh	I
2. Summer Season (May-September)		
All Energy	\$ 0.07849 per kWh	I

Winter season on-peak and off-peak hours are provided on the third page of this tariff.

MINIMUM CHARGE

The minimum monthly charge under the above rate shall be \$12.07 where 25 KVA or less transformer capacity is required. For members requiring more than 25 KVA transformer capacity, the minimum monthly charge shall be increased at the rate of \$.75 of each additional KVA or fraction thereof required. Payment of the minimum charge shall entitle the member in all cases to the use of the number of kilowatt hours, corresponding to the minimum charge in accordance with the foregoing rate.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 7  
Canceling P.S.C. No. 10  
Original Sheet No. 39

CLASSIFICATION OF SERVICE

FARM AND HOME SERVICE (TIME OF DAY) SCHEDULE A-5-TOD (cont)

TERM OF PAYMENT

The above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

ENERGY EMERGENCY CONTROL PROGRAM

This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240, and as approved by the Commission Order of March 31, 1981.

ON-PEAK HOURS AND OFF-PEAK HOURS

In Peak Hours

May through September 10:00 a.m. to 10:00 p.m. EST  
October through April 7:00 a.m. to 12:00 noon EST  
5:00 p.m. to 10:00 p.m. EST

Off-Peak Hours

May through September 10:00 p.m. to 10:00 a.m. EST  
October through April 12:00 noon to 5:00 p.m. EST  
10:00 p.m. to 7:00 a.m. EST

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE: President & CEO

*[Signature]*  
Burt Kirtley

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

**11/1/2010**

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

**FORM FOR FILING RATE SCHEDULES**

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

**SALT RIVER ELECTRIC**

Name of Issuing Corporation

P.S.C. No. 12

6th Original Sheet No. 8

Canceling P.S.C. No. 12

5th Original Sheet No. 8

**CLASSIFICATION OF SERVICE**

**FARM AND HOME SERVICE TAXABLE (TIME OF DAY) SCHEDULE A-5T-T0D**

**APPLICABLE**

In all territory served by Salt River Electric.

**AVAILABILITY**

Available to members of the Cooperative for all Farm and Home uses subject to applicable state tax and subject to the established rules and regulations of the Seller. The capacity of individual motors served upon this schedule shall not exceed 10 h.p. Consumer must remain on this tariff for a one (1) year minimum and must provide a sixty (60) day notice to change from this tariff to another one.

**TYPE OF SERVICE**

Single phase, 60 Hertz, at available secondary voltage.

**RATES\***

Consumer must select Option A or Option B.

**Option A - Applicable complete year**

Customer Charge	\$12.07 per month	I
On-Peak energy	\$ 0.10101 per kWh	I
Off-Peak energy	\$ 0.05438 per kWh	I

Winter season on-peak and off-peak hours are provided on the third page of this tariff.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 1, 2021

ISSUED BY /s/ Tim Sharp \_\_\_\_\_  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
10/1/2021**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

P.S.C. No.	12
6th Original Sheet No	9
Canceling P.S.C, No.	12
5th Original Sheet	9

CLASSIFICATION OF SERVICE

FARM AND HOME SERVICE TAXABLE (TIME OF DAY) SCHEDULE A-5T-TOD

Option B - Time-of-Day-Rates Applicable only for Winter Season

Customer Charge	\$12.07 per month	I
<b>Energy Rates</b>		
1. Winter Season (October-April)		
On-Peak Energy	\$ 0.10101 per kWh	I
Off-Peak Energy	\$ 0.05438 per kWh	I
2. Summer Season (May-September)		
All Energy	\$ 0.07849 per kWh	I

Winter season on-peak and off-peak hours are provided on the third page of this tariff.

MINIMUM CHARGE

The minimum monthly charge under the above rate shall be \$12.07 I where 25 KVA or less transformer capacity is required. For members requiring more than 25 KVA transformer capacity, the minimum monthly charge shall be increased at the rate of \$.75 of each additional KVA or fraction thereof required. Payment of the minimum charge shall entitle the member in all cases to the use of the number of kilowatt hours, corresponding to the minimum charge in accordance with the foregoing rate.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
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)

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 10  
Canceling P.S.C. No. 10  
Original Sheet No. 42

CLASSIFICATION OF SERVICE

FARM AND HOME SERVICE TAXABLE (TIME OF DAY) SCHEDULE A-5T-TOD

TERM OF PAYMENT

The above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

ENERGY EMERGENCY CONTROL PROGRAM

This tariff is subject to the Energy Emergency Control Program as filed with the Kentucky Energy Regulatory Commission (now the Public Service Commission) on February 23, 1981, in Administrative Case No. 240, and as approved by the Commission Order of March 31, 1981.

ON-PEAK HOURS AND OFF-PEAK HOURS

In Peak Hours

May through September 10:00 a.m. to 10:00 p.m. EST  
October through April 7:00 a.m. to 12:00 noon EST  
5:00 p.m. to 10:00 p.m. EST

Off-Peak Hours

May through September 10:00 p.m. to 10:00 a.m. EST  
October through April 12:00 noon to 5:00 p.m. EST  
10:00 p.m. to 7:00 a.m. EST

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE: President & CEO

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

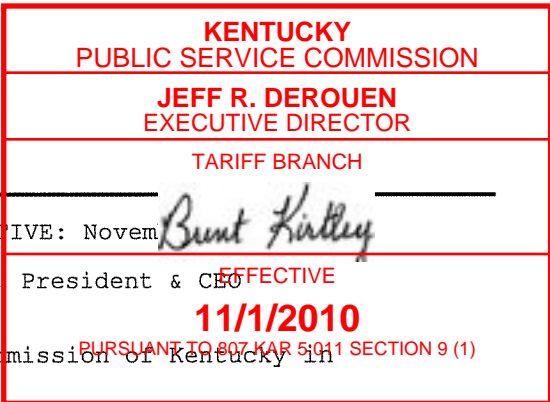
TARIFF BRANCH

EFFECTIVE

**11/1/2010**

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

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated:



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

6th Original Sheet No 11

Canceling P.S.C. No. 12

6th Original Sheet 11

CLASSIFICATION OF SERVICE

RESIDENTIAL MARKETING RATE

SCHEDULE R-1

(D)

Reserved for future use

DATE OF ISSUE: December 1, 2018

DATE EFFECTIVE: Service rendered on and after May 1, 2019

ISSUED BY /s/ Tim Sharp

TITLE: President & CEO

Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No.2018-00251 Dated: November 20, 2018

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12

6th Original Sheet No 12

Canceling P.S.C. No. 12

6th Original Sheet 12

CLASSIFICATION OF SERVICE

RESIDENTIAL MARKETING RATE

SCHEDULE R-1 (Cont.)

(D)

Reserved for future use.

DATE OF ISSUE: December 1, 2018

DATE EFFECTIVE: Service rendered on and after May 1, 2019

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No.2018-00251 Dated: November 20, 2018

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*  
**EFFECTIVE  
5/1/2019**

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

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th original Sheet No

13

Canceling P.S.C. No.

12

5th Original Sheet

13

CLASSIFICATION OF SERVICE

OUTDOOR LIGHTING \_\_\_\_\_ SCHEDULE OL

APPLICABLE:

In all territory served by Salt River Electric.

AVAILABILITY

Available to individuals, towns, villages, and other for controlled single or multiple outdoor lighting from dusk to dawn.

Service under this schedule is for a term of not less than one year and is subject to rules and regulations of the seller as approved by the Kentucky Public Service Commission.

MONTHLY RATE PER FIXTURE:			
Type of Light	Overhead Service		Monthly Charge per Lamp
	Wattage	Monthly KWH usage	
Mercury Vapor (MV)	175**	75	\$ 10.20
Sodium Vapor (HPS)	100	48	9.94
Sodium Vapor (HPS)	250	104	12.89
Sodium Vapor (HPS)	400	165	16.97
Decorative Underground (HSP)	100*	48	11.08
Underground Mercury Vapor (MV) w/o pole	175**	75	17.93
Underground Mercury Vapor (MV) With pole	175**	75	22.35
Overhead Durastar (MV)	175	75	10.95
Metal Halide (MH)	100	48	10.19
Underground Metal Halide (MH) w/o pole	100	48	17.92
Underground Metal Halide (MH) With pole	100	48	22.34

- Eligible only to lights hooked up before July 1, 1998.
- ♦♦ Eligible only to lights hooked up before December 31, 2007.

♦FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve-month moving average of such losses.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY  /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 14

Canceling P.S.C. No. 11

3rd Original Sheet No. 46

CLASSIFICATION OF SERVICE

OUTDOOR LIGHTING

SCHEDULE OL (Cont.)

SPECIAL TERMS AND CONDITIONS OF SERVICE:

1. Company will furnish and install the lighting unit complete with lamp fixture or lumina, control device, and mast arm. The above rates for overhead service contemplate installation on an existing wood pole with service supplied from overhead circuits only. For underground decorative lights, the above rates assume that the light will be in an underground subdivision.

2. Service required other than the above shall be paid for by the customer according to the initial cost of labor and material required for such installation.

3. Lamp replacements will be furnished and made by the Cooperative except in cases of vandalism or willful destruction. All service and maintenance will be performed during normal working hours.

APPLICABILITY OF RULES:

Service under this rate schedule is subject to Company rules and regulations governing the supply of electric service as incorporated in this Tariff.

TERMS OF PAYMENT

All of the above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

---

TARIFF BRANCH

---

*Burt Kirtley*

---

EFFECTIVE  
**11/1/2010**

---

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

DATE OF ISSUE: October 1, 2010

DATE EFFECTIVE: November 1, 2010

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED

SALT RIVER ELECTRIC

Community, Town or City

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

15

Canceling P.S.C. No.

12

5th Original Sheet

15

CLASSIFICATION OF SERVICE

STREET LIGHTING SERVICE SCHEDULE OL-1

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to towns, villages, and other controlled multiple street lighting from dusk to dawn.

Service under this schedule is for a term of not less than five (5) years and is subject to the rules and regulations of the Seller.

RATES\*

Customer Charge	-	\$12.31 per month	I
Energy Charge	-	\$ .08333 Per KWH	I

CONDITIONS OF SERVICE

1. Street lighting equipment includes lamp, fixtures, and necessary facilities will be furnished by the Cooperative at cost to the customer.

2. Lamp replacement will be furnished and made by the Cooperative except in cases of vandalism or willful destruction.

Should the service required by other than by the above standard provisions, the Cooperative reserves the right to require payment from the consumer for the initial cost of installation.

DATE OF ISSUE: October 01, 2021

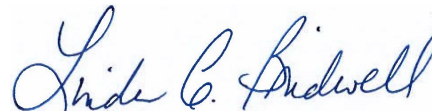
DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



EFFECTIVE

10/1/2021

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 16

Canceling P.S.C. No. 11

3rd Original Sheet No. 48

CLASSIFICATION OF SERVICE

STREET LIGHTING SERVICE

SCHEDULE OL-1 (Cont.)

TERMS OF PAYMENT

The above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for service by the due date shown on the customer's bill.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by an amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

*Brent Kirtley*

EFFECTIVE

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED

Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

17

Canceling P.S.C. No.

12

5th Original Sheet

17

CLASSIFICATION OF SERVICE

COMMERCIAL LIGHTING SERVICE

SCHEDULE CL

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to towns, villages, and other controlled multiple street and commercial lighting from dusk to dawn.

Service under this schedule is for a term of not less than five (5) years and is subject to the rules and regulations of the Seller.

MONTHLY RATE

Type of Light	Wattage	kWh	Monthly Usage Rate	
High Pressure Sodium	400	165	\$32.11	I

CONDITIONS OF SERVICE

- Commercial lighting equipment includes lamp, fixture, and necessary facilities will be furnished by the Cooperative.
- Lamp replacement will be furnished and made by the Cooperative except in cases of vandalism or willful destruction.
- For underground lights, customer will trench and provide appropriate conduit as specified by the Cooperative.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



EFFECTIVE

10/1/2021

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 18

Canceling P.S.C. No. 11

3rd Original Sheet No. 50

CLASSIFICATION OF SERVICE

COMMERCIAL LIGHTING SERVICE

SCHEDULE CL

Should the service required by other than by the above standard provisions, the Cooperative reserves the right to require payment from the consumer for the initial cost of installation.

TERMS OF PAYMENT

When the above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for service by the due date shown on the customer's bill.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per kWh equal to the fuel adjustment amount per kWh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

**FORM FOR FILING RATE SCHEDULES**

**FOR ENTIRE TERRITORY SERVED**

Community, Town or City

**SALT RIVER ELECTRIC**

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

18A

Canceling P.S.C. No.

12

5th Original Sheet

18A

**CLASSIFICATION OF SERVICE**

LED Outdoor Lighting

Sch LED

AVAILABILITY

Outdoor lighting facilities for all territories served by Salt River Electric Cooperative Corporation.

RATES PER MONTH

<u>TYPE</u>	<u>LUMENS</u>	<u>RATE</u>	
Open Bottom Light	Approximately 4,500 - 7,200	\$9.99	I
Cobra Head Light	Approximately 7,200 - 12,500	\$15.18	I
Directional Flood Light	Approximately 12,000 - 16,000	\$20.55	I
Ornamental Light With Pole	Approximately 4,500 - 7,200	\$28.52	I

CONDITIONS OF SERVICE

1. Rate applicable only to lamps and associated appurtenances on existing poles. Other facilities required may be provided subject to the Distributor's established policies and practices. All lamps, poles and associated appurtenances remain the property of the cooperative.

2. All lights are for a minimum of 12 months service. If customer requests disconnection prior to the completion of the first 12 months of service, the balance of the 12 months must be paid.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
10/1/2021**

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

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12

1<sup>st</sup> Original Sheet No 18B

Canceling P.S.C. No.

CLASSIFICATION OF SERVICE

LED Outdoor Lighting Sch LED (Con't) (N)

ADDITIONAL LIGHTING FACILITIES

The Cooperative may, upon request, and at the Cooperatives discretion, furnish poles\fixtures not listed in the current tariff, including overhead\underground wiring and all other equipment as needed. The customer will pay this additional cost prior to installation or by contract.

TERMS OF PAYMENT

The above charges are due net and payable within ten days from the date of the bill.

FUEL ADJUSTMENT CHARGE

The above rates may be increased or decreased by an amount per kWh equal of 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.

LATE PAYMENT FEES

An amount equal to five percent (5%) of the past due amount will be added to all accounts that are in a past due condition. Late payment fees will apply after 10 days from the date of the bill. Late payment fees will apply to the net bill, exclusive of special charges, tax and other assessments

DATE OF ISSUE: October 29, 2015

DATE EFFECTIVE: Service rendered on and after January 1, 2016

ISSUED BY \_\_\_\_\_/s/ Tim Sharp  
TITLE: President & CEO

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

<b>KENTUCKY</b>
<b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Brent Kirtley</i>
EFFECTIVE
<b>1/1/2016</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

19

Canceling P.S.C. No.

12

5th Original Sheet

19

CLASSIFICATION OF SERVICE

COMMERCIAL AND SMALL POWER SERVICE

SCHEDULE B-2

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Availability to commercial, small industrial consumers, schools, churches, community halls, and three-phase farm consumers for all uses including lighting, appliances, cooking, heating and motors all subject to the established rules and regulations of the Cooperative covering this service.

Service under this schedule is limited to consumers whose load requirements do not exceed 150 KVA of transformer capacity, and/or all electric schools.

Consumers having their home on the same premises with their business establishments may include service to both on the same meter, in which case, all service will be billed under this schedule, using the rates set out below. If the consumer prefers he may make provisions for two meters, in which case, his usage for residential purpose will be billed under the appropriate schedule, and his usage for business will be billed under this schedule and rates.

TYPE OF SERVICE:

Single-phase, and three-phase at available secondary voltage.

RATES\*

Customer Charge

\$12.37 per month

I

Energy Charge

\$ .08536 per KWH

I

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp

TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/1/2021**

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



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

2nd Original Sheet No. 20

Canceling P.S.C. No. 12

1st Original Sheet No. 20

CLASSIFICATION OF SERVICE

COMMERCIAL AND SMALL POWER SERVICE

SCHEDULE B-2 (Cont.)

MINIMUM CHARGE

The minimum monthly charge under the above rate shall be \$11.89 (I) where 150 KVA or less of transformer capacity is required.

CONDITIONS OF SERVICE

(a) The rate capacity of single-phase motors shall not be in excess of 10 h.p.

(b) Motors having a rate capacity in excess of 10 h.p. must be three-phase.

(c) Service under this schedule is limited to consumers whose load requirements can be met by transformer having a capacity not to exceed 150 KVA and/or all electric schools. Consumers requiring more than 150 KVA (except for all electric schools) shall be served under an appropriate schedule for large power service.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: January 24, 2011 DATE EFFECTIVE: Service rendered on and after January 14, 2011

ISSUED BY \_\_\_\_\_ /s/ Larry Hicks

TITLE: President *Brent Kirtley*

EFFECTIVE

Issued by authority of an order of the Public Service Commission of Kentucky, Case No. 2010-00180 Dated: January 14, 2011

**1/14/2011**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 21

Canceling P.S.C. No. 11

3rd Original Sheet No. 53

CLASSIFICATION OF SERVICE

COMMERCIAL AND SMALL POWER SERVICE

SCHEDULE B-2 (Cont.)

(d) In those cases where it is necessary to extend or reinforce distribution lines, service shall be furnished only under the following conditions:

(1) An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

(2) The consumer shall guarantee a minimum annual revenue of not less than 18% of the established additional investment required to extend service, which shall include the additional cost of meters, transformers and any additions to or alterations of lines and equipment necessary to make service available. Minimum charges for service shall be based on the additional investment only when this results in greater charges than those based on KVA of installed transformer capacity. In all other cases the minimum charge shall be based on KVA of transformer capacity as herein before provided.

(e) Consumers that have the option to be served under Rate Schedule B-2 or Rate Schedule LLP-1 shall give three (3) months notice in order to change between the two Rates.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

EFFECTIVE

**11/1/2010**

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

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 22

Canceling P.S.C. No. 11

3rd Original Sheet No. 54

CLASSIFICATION OF SERVICE

COMMERCIAL AND SMALL POWER SERVICE

SCHEDULE B-2 (Cont.)

TERM OF PAYMENT

The above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for service by the due date shown on the customer's bill.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. This allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novemb

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE: President & CEO

*[Signature]*  
Brent Kirtley

**EFFECTIVE**

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010-

Dated:

**PURSUANT TO 807 KAR 5.011 SECTION 9 (1)**

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED

Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C.

No. 12

5th Original Sheet No

23

Canceling P.S.C. No.

12

4th Original Sheet

23

CLASSIFICATION OF SERVICE

LARGE POWER SERVICE (Over 37.5 - Under 500 KW)

SCHEDULE LLP-1

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to commercial, industrial consumers, schools, churches, community halls, and three-phase farm consumers subject to the established rules and regulations of the cooperative covering this service.

RATES\*

KW Demand

\$6.97

I

Energy Charge

\$.06382 per KWH

I

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the consumer for any period of 15 consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter.

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurements indicate that the power factor at the time of this maximum demand is less than 80% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 80% and divided by the present power factor.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021


ISSUED BY /S/Tim Sharp

TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



EFFECTIVE

10/1/2021

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 24

Canceling P.S.C. No. 11

3rd Original Sheet No. 56

CLASSIFICATION OF SERVICE

LARGE POWER SERVICE  
(Over 37.5 - Under 500 KW)

SCHEDULE LLP-1 (Cont.)

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

MINIMUM MONTHLY CHARGE

The minimum monthly charge under the above rates shall be the highest one of the following:

(a) The minimum monthly charge as specified on the Contract for Service.

(b) A charge of \$0.75 per KVA per month on Contract capacity.

TYPE OF SERVICE

Single-phase, of three-phase, 60 cycles, at standard secondary voltage. If other than standard voltage is required the consumer shall be responsible for furnishing and maintaining the transformer (or transformers) necessary for such service.

CONDITION OF SERVICE

1. Motors having a rated capacity in excess of 10 h.p. must be three-phase.

2. The consumer may connect lighting to power circuits from the power meter. Any additional transformer or regulating equipment which may be required for such lighting shall be furnished by the consumer.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

DATE OF ISSUE: *October 11, 2010*

DATE EFFECTIVE: November

ISSUED BY

*Larry Hacks*  
Larry Hacks

TITLE: President & CEO

EFFECTIVE

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated: PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 25  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 57

CLASSIFICATION OF SERVICE

LARGE POWER SERVICE  
(Over 37.5 - Under 500 kW)

SCHEDULE LLP-1 (Cont.)

3. All wiring, pole lines and other electrical equipment beyond the metering point, exclusive of the service transformers and protective equipment, is considered the distribution system of the consumer and shall be furnished and maintained by the consumer.

4. Service will be rendered only under the following conditions:

(a) An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

(b) The consumer shall guarantee a minimum annual revenue of not less than 18% of the estimated additional investment required to extend service, which shall include the additional cost of meters, transformers and any additions to or alterations of line and equipment necessary to make service available. Minimum charges for service shall be based on the additional investment only when this results in greater than those based on the KVA of installed transformers capacity. In all other cases the minimum charges shall be based on KVA of transformers capacity as hereinafter provided.

5. Consumers that have the option to be served under Rate Schedule B-2 or Rate Schedule LLP-1 shall give three (3) months notice in order to change between the two rates.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

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*Brent Kirtley*

---

EFFECTIVE  
**11/1/2010**

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 26  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 58

CLASSIFICATION OF SERVICE

LARGE POWER SERVICE  
(Over 37.5 - Under 500 kW)

SCHEDULE LLP-1 (Cont.)

TERMS OF PAYMENT

The above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for service by the due date shown on the customer's bill.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

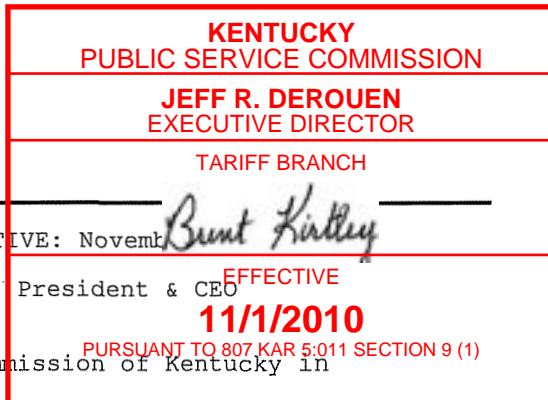
TITLE: President & CEO

EFFECTIVE

**11/1/2010**

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

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED

Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

27

Canceling P.S.C. No.

12

5th Original Sheet

27

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW UNDER 3,000 KW  
Secondary Voltage

SCHEDULE LLP-2

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to large industrial and commercial consumers located on or near Seller's three-phase line for all types of uses, subject to the established rules and regulations of the Seller.

RATES\*

Demand Charge	\$6.97 per/mo per KW of billing demand	I
Energy Charge	\$ .05986 per kWh	I

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the consumer for any period of 15 consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter.

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 80% the demand for billing purpose shall be the demand meter multiplied by 80% and divided by the percent power factor.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 28

Canceling P.S.C. No. 11

3rd Original Sheet No. 60

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW UNDER 3,000 KW  
(Secondary Voltage)

SCHEDULE LLP-2 (Cont.)

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

MINIMUM MONTHLY CHARGE

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

- (a) The minimum monthly charge as specified in the Contract of Service.
- (b) A charge of \$0.75 per KVA per month of Contract capacity.

MINIMUM ANNUAL CHARGES FOR SEASONAL SERVICE

Consumers requiring service during, and not to exceed nine (9) months per year may guarantee a minimum payment of twelve times the minimum monthly charge in accordance with the foregoing section in which case there shall be no minimum monthly charge.

TYPE OF SERVICE

Three-phase, 60 cycles, at standard secondary voltage. If other than standard secondary voltage is required the consumer shall be responsible for furnishing and maintaining the transformer (or transformers) necessary for such service.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
<b>EFFECTIVE 11/1/2010</b>
<small>PURSUANT TO 807 KAR 5.011 SECTION 9 (1)</small>

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November *Brent Kirtley*

ISSUED BY *Larry Hicks*

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated:

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 29

Canceling P.S.C. No. 11

3rd Original Sheet No. 61

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW UNDER 3,000 KW  
(Secondary Voltage)

SCHEDULE LLP-2 (Cont.)

CONDITIONS OF SERVICE

1. Motors having a rated capacity in excess of 10 h.p. must be three-phase.

2. The consumer may connect lighting to power circuits from the power meter. Any additional transformers or regulations equipment which may be required for such lighting, shall be furnished by the consumer.

3. All wiring, pole lines, and other electrical equipment beyond the metering point, exclusive of the service transformer and protective equipment is considered the distribution system of the consumer.

4. Service will be rendered only under the following conditions:

(a) An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

(b) The consumer shall guarantee a minimum annual revenue not less than 18% of the estimated additional investment required to extend service which shall include the additional cost of meters, transformers and any addition to or alteration of lines, and equipment necessary to make service available. Minimum charges for service shall be based on the additional investment only when this results in greater than those based on the KVA of installed transformer capacity as hereinafter provided.

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

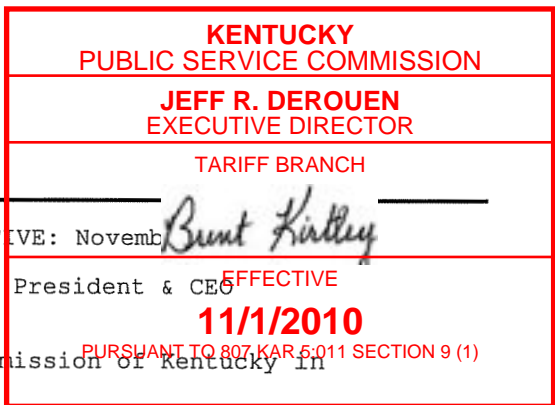
TITLE: President & CEO

*[Signature]*  
Brent Kirtley

EFFECTIVE

**11/1/2010**

PURSUANT TO 807 KAR 6.011 SECTION 9 (1)



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 30  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 62

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW UNDER 3,000 KW  
(Secondary Voltage)

SCHEDULE LLP-2 (Cont.)

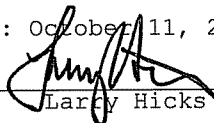
TERMS OF PAYMENT

The above rates are net. A 5% penalty will be assessed if a customer fails to pay a bill for service by the due date shown on the customer's bill.

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

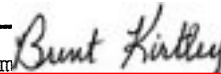
ISSUED BY

  
Larry Hicks

TITLE: President & CEO

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

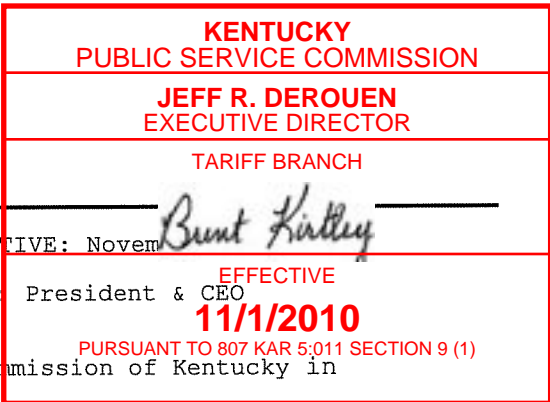


EFFECTIVE

**11/1/2010**

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

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

31

Canceling P.S.C. No.

12

5th Original Sheet

31

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 3,000 KW (Primary Voltage)

SCHEDULE LLP-3

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to large industrial and commercial consumers located on or near Seller's three-phase line for all types of usage, subject to the established rules and regulations.

RATES\*

Demand Charge \$ 6.95 per month per KW of Billing Demand

I

Energy Charge \$ .05978 per KWH

I

DETERMINATION OF BILLING DEMAND

The billing demand shall be the maximum average kilowatt load used by the consumer for any period of 15 consecutive minutes during the month for which the bill is rendered as indicated or recorded by a demand meter.

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 80% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 80% and divided by the percent power factor.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021


ISSUED BY /S/Tim Sharp

TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/1/2021**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 32

Canceling P.S.C. No. 11

3rd Original Sheet No. 64

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 3,000 KW  
(Primary Voltage)

SCHEDULE LLP-3 (Cont.)

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

MINIMUM MONTHLY CHARGE

The minimum monthly charge under the above rates shall be the highest one of the following:

(a) The minimum monthly charge as specified on the Contract for Service.

(b) A charge of \$0.75 per KVA per month on Contract capacity.

TYPE OF SERVICE

Three-phase, 60 cycles, at primary voltage. The consumer shall be responsible for furnishing and maintaining the transformer (or transformers) necessary for such service.

CONDITION OF SERVICE

1. Motors having a rated capacity in excess of 10 h.p. must be three-phase.

2. The consumer may connect lighting to power circuits from the power meter. Any additional transformer or regulating equipment which may be required for such lighting shall be furnished by the consumer.

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
<b>EFFECTIVE 11/1/2010</b>
PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Barry Hicks*  
Barry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 33

Canceling P.S.C. No. 11

3rd Original Sheet No. 65

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 3,000 KW  
(Primary Voltage)

SCHEDULE LLP-3 (Cont.)

3. All wiring, pole lines and other electrical equipment beyond the metering point, exclusive of the service transformers and protective equipment, is considered the distribution system of the consumer and shall be furnished and maintained by the consumer.

4. A discount of 10% shall apply to both the demand and energy charge and to the above minimum charges.

5. Service will be rendered only under the following conditions:

(a) An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.

(b) The consumer shall guarantee a minimum annual revenue of not less than 18% of the estimated additional investment required to extend service, which shall include the additional cost of meters, transformers and any additions to or alterations of line and equipment necessary to make service available. Minimum charges for service shall be based on the additional investment only when this results in greater than those based on the KVA of installed transformers capacity. In all other cases the minimum charges shall be based on KVA of transformers capacity as hereinafter provided.

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 34  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 66

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 3,000 KW  
(Primary Voltage)

SCHEDULE LLP-3 (Cont.)

TERMS OF PAYMENT

All of the above rates are net. A 5% penalty will be assessed if a customer fails to pay for services by the due date shown on the customer's bill.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

*Brent Kirtley*

**EFFECTIVE  
11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

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

6th Original Sheet No 35

Canceling P.S.C. No. 12

5th Original Sheet 35

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 999 KW

SCHEDULE LLP-3-B1

APPLICABLE

In all territory served.

AVAILABILITY

Applicable to contracts with contract demands of 500 KW - 999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

RATES PER MONTH

<u>CONSUMER CHARGE</u>	\$1001.86	I
<u>DEMAND CHARGE</u>	\$ 6.45 per KW of contract demand	I
	\$9.34 per KW for all billing demand in excess of contract demand.	I
<u>ENERGY CHARGE</u>	\$.05234 per KWH.	I

DETERMINATION OF BILLING DEMAND

The billing demand (kilowatt demand) shall be the contract demand plus any excess demand.

Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with the load center's peak, exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

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

DATE OF ISSUE: October 01, 2021  
 DATE EFFECTIVE: Service rendered on and after  
 October 01, 2021

ISSUED BY /S/Tim Sharp  
 TITLE: President & CEO

Issued by Authority of an order of the Public Service  
 Commission of Kentucky in Case NO. 2021-00116  
 Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 36

Canceling P.S.C. No. 11

3rd Original Sheet No. 68

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 999 KW

SCHEDULE LLP-3-B1(Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% the demand for billing purpose shall be the demand as indicated or recorded by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novemb

ISSUED BY

Larry Hicks

TITLE: President & CEO

EFFECTIVE

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

*Brent Kirtley*

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 37  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 69

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 999 KW

SCHEDULE LLP-3-B1(Cont.)

MINIMUM CHARGE

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

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

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

DATE OF ISSUE: October 14, 2010  
ISSUED BY *[Signature]*  
Harry Hicks

DATE EFFECTIVE: November *[Signature]*  
TITLE: President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

---

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

---

TARIFF BRANCH

---

**EFFECTIVE  
11/1/2010**

---

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

38

Canceling P. S.C. No.

12

5th Original Sheet

38

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 999 KW

SCHEDULE LLP-3-C1

APPLICABLE

In all territory served.

AVAILABILITY

Applicable to contracts with contract demands of 500 KW - 999 with a monthly energy usage equal to or greater than 400 hours per KW of contract demand. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

RATES PER MONTH

<u>CONSUMER CHARGE</u>	\$1001.86	I
<u>DEMAND CHARGE</u>	\$6.45 per KW of contract demand	I
<u>ENERGY DEMAND</u>	\$ .05234 per kWh	I

DETERMINATION OF BILLING DEMAND

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

(a) The contract demand.

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

Months

Hours Applicable for Demand Billing - EST

October through April

7:00 A.M. to 12:00 Noon

5:00 P.M. to 10:00 P.M.

May through September

10:00 A.M. to 10:00 P.M.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY  /S/Tim Sharp

TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/1/2021**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 39  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 71

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 999 KW

SCHEDULE LLP-3-C1 (Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY [Signature]  
Larry Hicks

TITLE: President & CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

[Signature]

EFFECTIVE

**11/1/2010**

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

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 40

Canceling P.S.C. No. 11

3rd Original Sheet No. 72

CLASSIFICATION OF SERVICE

LARGE POWER 500 KW - 999 KW

SCHEDULE LLP-3-C1(Cont.)

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 multiplies by the demand charges, plus

(b) The product of the billing demand multiplied by 400 hours and the energy charge per KWH, plus

(c) The consumer charge.

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November 1, 2010

ISSUED BY *Larry Hicks*

TITLE: President & CEO

Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original

Sheet No

41

Canceling P.S.C. No.

12

5th Original

Sheet

41

**CLASSIFICATION OF SERVICE**

LARGE POWER 1,000 KW - 2,999 KW

SCHEDULE LLP-4-B1

APPLICABLE

In all territory served.

AVAILABILITY

Applicable to contracts with contract demands of 1000 KW - 2999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

RATES PER MONTH

CONSUMER CHARGE

\$ 1854.38

DEMAND CHARGE

\$ 6.45 per KW of contract demand  
\$ 9.34 per KW for all billing demand in  
excess of contract demand.

ENERGY CHARGE

\$ .04885 per KWH.

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I  
I  
I

DETERMINATION OF BILLING DEMAND

The billing demand (kilowatt demand) shall be the contract demand plus any excess demand.

Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with the load center's peak, exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided herein:

Months

Hours Applicable for Demand Billing EST

October through April

7:00 A.M. to 12:00 Noon

5:00 P.M. to 10:00 P.M.

May through September

10:00 A.M. to 10:00 P.M.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021


ISSUED BY  /S/Tim Sharp

TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell  
Executive Director**



**EFFECTIVE**

**10/1/2021**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 42

Canceling P.S.C. No. 11

3rd Original Sheet No. 74

CLASSIFICATION OF SERVICE

LARGE POWER 1,000 KW - 2,999 KW

SCHEDULE LLP-4-B1(Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% the demand for billing purpose shall be the demand as indicated or recorded by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE: President & CEO

*[Signature]*  
Brent Kirtley

EFFECTIVE

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 43  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 75

CLASSIFICATION OF SERVICE

LARGE POWER 1,000 KW - 2,999 KW

SCHEDULE LLP-4-B1(Cont.)

MINIMUM CHARGE

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

(a) The product of the contract demand multiplied by the contract demand charge, plus

(b) The product of the excess demand multiplied by the excess demand rate, plus

(c) The product of the contract demand multiplied by 400 hours and the energy charge per KWH, plus

(d) The consumer charge.

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November 1, 2010

ISSUED BY *Larry Hicks*  
Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010-  
Dated:



SALT RIVER ELECTRIC

Name of Issuing Corporation	P.S.C. No.	12
	6th Original Sheet No	44
	Canceling P.S.C. No.	12
	5th Original Sheet	44

**CLASSIFICATION OF SERVICE**

LARGE POWER 1,000 KW - 2,999 KW                      SCHEDULE LLP-4-C1

**APPLICABLE**

In all territory served.

**AVAILABILITY**

Applicable to contracts with contract demands of 1000 KW - 2999 with a monthly energy usage equal to or greater than 400 hours per KW of contract demand. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

**RATES PER MONTH**

<u>CONSUMER CHARGE</u>	\$1854.41	I
<u>DEMAND CHARGE</u>	\$ 6.45 per KW of contract demand	I
<u>ENERGY DEMAND</u>	\$ .04885 per KWH	I

**DETERMINATION OF BILLING DEMAND**

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

(a) The contract demand.

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

Months Hours Applicable for Demand Billing - EST

October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE: October 01, 2021  
DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 45  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 77

CLASSIFICATION OF SERVICE

LARGE POWER 1,000 KW - 2,999 KW

SCHEDULE LLP-4-C1(Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 46  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 78

CLASSIFICATION OF SERVICE

LARGE POWER 1,000 KW - 2,999 KW

SCHEDULE LLP-4-C1 (Cont.)

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

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

---

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

---

TARIFF BRANCH

---

*Burt Kirtley*

---

EFFECTIVE  
**11/1/2010**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY *Larry Hicks*  
Larry Hicks

TITLE President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

47

Canceling P.S.C. No.

12

5th Original Sheet

47

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-1

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to all commercial and industrial consumers whose kilowatt demand shall exceed 3,000 KW for lighting and/or heating and/or power, and who are served directly from a distribution substation with no other consumers served from that station.

RATE\*

Demand Charge \$9.83 per month per KW of billing demand.

I

Energy Charge \$.04605 Per KWH

I

DETERMINATION OF BILLING DEMAND

The billing demand charge shall be the maximum kilowatt demand established by the consumer for any period of 15 consecutive minutes during the month for which the bill is rendered as indicated or recorded by demand meter and adjusted for power factor as provided below.

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 80% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 80% and divided by the percent power factor.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
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)

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 48  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 80

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-1 (Cont.)

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

MINIMUM MONTHLY CHARGE

The minimum monthly charge under the above rates shall be the highest one of the following:

- (a) The minimum monthly charge as specified on the Contract for Service.
- (b) A charge of \$0.75 per KVA per month on Contract capacity.

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three-phase, 60 cycles, at standard secondary voltage. If other than standard secondary voltage is required the consumer shall be responsible for furnishing and maintaining the transformer (or transformers) necessary for such service.

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE

President & CEO

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

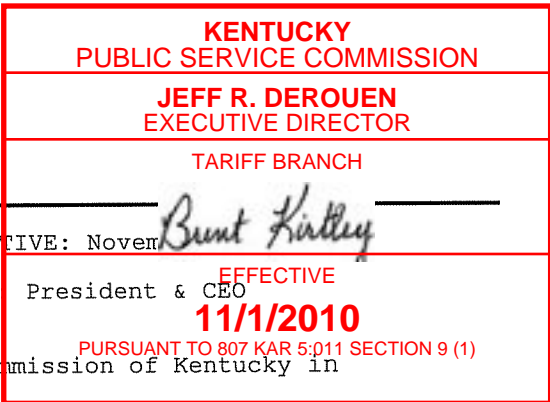
*Burt Kirtley*

EFFECTIVE

**11/1/2010**

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

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 49  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 81

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-1 (Cont.)

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, pole lines, and other electrical equipment on the load side of the delivery point shall be owned by and maintained by the consumer.

If service is furnished at Seller's primary 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 by and maintained by the consumer.

2. Lighting....Both power and lighting shall be billed at the foregoing rates.

3. Primary Service....If service is furnished at 7200/12,470 volts or above, a discount of 5% shall be applied to the Demand and Energy Charge.

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

TERMS OF PAYMENT

All of the above rates are net. A 5% penalty will be assessed if a customer fails to pay for services by the due date shown on the customer's bill.

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November *Brent Kirtley*

ISSUED BY *Larry Hicks*  
Larry Hicks

TITLE: President & CEO **EFFECTIVE**  
**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S. ,C. No.

12

6th Original Sheet No

50

Canceling P.S.C. No.

12

5th Original Sheet

50

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-2

APPLICABLE

In all territory served by Salt River Electric.

AVAILABILITY

Available to all commercial and industrial consumers for lighting and/or heating and/or power, and who are served directly from a distribution substation of 3000 KW capacity or above with no other consumers served from that station.

RATES\*

Demand Charge	-	\$9.83 per month	I
Energy Charge	-	\$.04605 per KWH	I

DETERMINATION OF BILLING DEMAND

The billing demand charge shall be the maximum kilowatt demand established by the consumer for any fifteen (15) minutes interval (adjusted for power factor as provided below) in the below listed hours for each month:

<u>Month</u>	<u>Hours Applicable for Demand Billing-EST</u>
October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Demands outside the above hours will be disregarded for billing purposes.


DATE OF ISSUE: October 01, 2021  
DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/1/2021**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 51

Canceling P.S.C. No. 11

3rd Original Sheet No. 83

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-2 (Cont.)

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 measurement indicate that the power factor at the time of his maximum demand is less than 80% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 80% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

MINIMUM MONTHLY CHARGE

The minimum monthly charge under the above rates shall be the highest one of the following:

(a) The minimum monthly charge as specified on the Contract for Service.

(b) A charge of \$0.75 per KVA per month on contract capacity.

CONDITION OF SERVICE

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

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated:



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 52

Canceling P.S.C. No. 11

3rd Original Sheet No. 84

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-2 (Cont.)

CHARACTER OF SERVICE

Three-phase, 60 cycles, at standard secondary voltage. If other than standard secondary voltage is required the consumer shall be responsible for furnishing and maintaining the transformer (or transformers) necessary for such service.

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, pole lines, and other electrical equipment on the load side of the delivery point shall be owned by and maintained by the consumer.

If service is furnished at Seller's primary 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 by and maintained by the consumer.

2. Lighting....Both power and lighting shall be billed at the foregoing rates.

3. Primary Service....If service is furnished at 7200/12,470 volts or above, a discount of 5% shall be applied to the Demand and Energy Charge.

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novemb

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

*Brent Kirtley*

TARIFF BRANCH

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

KENTUCKY  
PUBLIC SERVICE COMMISSION

EFFECTIVE

11/1/2010

PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 53  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 85

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-2 (Cont.)

TERMS OF PAYMENT

All of the above rates are net. A 5% penalty will be assessed if a customer fails to pay for services by the date shown on the customer's bill.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

Larry Hicks

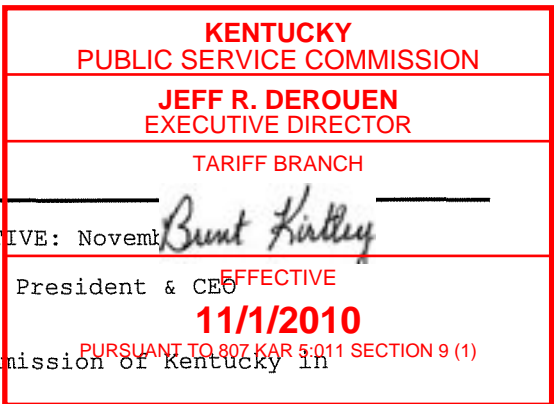
TITLE: President & CEO

EFFECTIVE

**11/1/2010**

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

Issued by authority of an order of the Public Service Commission of Kentucky in  
Case No. 2010- Dated:



FORM FOR FILING RATE SCHEDULES FOR

ENTIRE TERRITORY SERVED

Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet

No

54

Canceling P.S.C. No.

12

5<sup>th</sup> Original Sheet

54

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-3

APPLICABLE In all territory served by Salt River Electric.

AVAILABILITY

Available to all commercial and industrial consumers for lighting and/or heating and/or power, and who are served directly from a distribution substation of 3000 KW capacity or above.

RATES PER MONTH

Consumer Charge

500 KW - 999 KW	\$1001.85	I
1000 KW - 2999 KW	\$1854.38	I
3000 KW - 9999 KW	\$3559.44	I
10000 KW and over	\$5649.73	I
Demand Charge	- \$9.83 per KW	I
Energy Charge	- \$ .04605 per kWh	I

DETERMINATION OF BILLING DEMAND

The billing demand charge shall be the maximum kilowatt demand established by the consumer for any fifteen (15) minutes interval (adjusted for power factor as provided below) in the below listed hours for each month:

Month                      Hours Applicable for Demand Billing-EST

October through April	7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.
May through September	10:00 a.m. to 10:00 p.m.

Demands outside the above hours will be disregarded for billing purposes.

DATE OF ISSUE: October 01, 2021  
DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 55

Canceling P.S.C. No. 11

3rd Original Sheet No. 87

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-3 (Cont.)

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 measurement indicate that the power factor at the time of his maximum demand is less than 80% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 80% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

MINIMUM MONTHLY CHARGE

The minimum monthly charge under the above rates shall be the highest one of the following:

- (a) The minimum monthly charge as specified on the Contract for Service.
- (b) A charge of \$0.75 per KVA per month on contract capacity.

CONDITION OF SERVICE

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

*Brent Kirtley*

EFFECTIVE

**11/1/2010**

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

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated:

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 56

Canceling P.S.C. No. 11

3rd Original Sheet No. 88

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-3 (Cont.)

CHARACTER OF SERVICE

Three-phase, 60 cycles, at standard secondary voltage. If other than standard secondary voltage is required the consumer shall be responsible for furnishing and maintaining the transformer (or transformers) necessary for such service.

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, pole lines, and other electrical equipment on the load side of the delivery point shall be owned by and maintained by the consumer.

If service is furnished at Seller's primary 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 by and maintained by the consumer.

2. Lighting....Both power and lighting shall be billed at the foregoing rates.

3. Primary Service....If service is furnished at 7200/12,470 volts or above, a discount of 5% shall be applied to the Demand and Energy Charge.

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE: President & CEO

*[Signature]*  
Brent Kirtley

EFFECTIVE

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010-

Dated:

PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 57

Canceling P.S.C. No. 11

3rd Original Sheet No. 89

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW AND OVER

SCHEDULE LPR-3 (Cont.)

TERMS OF PAYMENT

All of the above rates are net. A 5% penalty will be assessed if a customer fails to pay for services by the date shown on the customer's bill.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novemb

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE: President & CEO

*[Signature]*  
Brent Kirtley

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: PURSUANT TO 807 KAR 5-011 SECTION 9 (1)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

58

Canceling P.S.C. No.

12

5th Original Sheet

58

**CLASSIFICATION OF SERVICE**

LARGE POWER 3,000 KW - 4,999 KW

SCHEDULE LPR-1-B1

APPLICABLE In all territory served.

AVAILABILITY

Applicable to contracts with contract demands of 3000 KW - 4,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand and who are served by a dedicated feeder(s) from a substation, and metered no more than one span from the substation, and also own the distribution facilities past the meter location. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

RATES PER MONTH

<u>CONSUMER CHARGE</u>	\$3559.45	I I I I
<u>DEMAND CHARGE</u>	\$6.45 per KW of contract demand	
	\$9.34 per KW for all billing demand in excess of contract demand.	
<u>ENERGY CHARGE</u>	\$ .04457 per KWH	

DETERMINATION OF BILLING DEMAND

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

(a) The contract demand.

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

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

DATE OF ISSUE: October 01, 2021  
DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
10/1/2021**

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

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 59

Canceling P.S.C. No. 11

3rd Original Sheet No. 91

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW - 4,999 KW

SCHEDULE LPR-1-B1 (Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

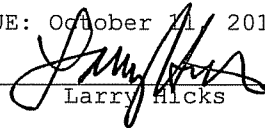
**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

DATE OF ISSUE: October 21, 2010

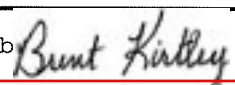
DATE EFFECTIVE: November

ISSUED BY



Larry Hicks

TITLE: President & CEO



EFFECTIVE

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: PURSUANT TO KY R.A. 2011 SECTION 9 (1)



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 60

Canceling P.S.C. No. 11

3rd Original Sheet No. 92

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW - 4,999 KW

SCHEDULE LPR-1-B1 (Cont.)

MINIMUM CHARGE

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

(a) The product of the contract demand multiplied by the contract demand charge, plus

(b) the product of the excess demand multiplied by the excess demand rate, plus

(c) the product of the contract demand multiplied by 400 hours and the energy charge per KWH, plus

(d) the consumer charge.

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE:

*Burt Kirtley*  
President & CEO

Issued by authority of an order of the Public Service Commission  
Case No. 2010- Dated:

PURSA KRS 100.01-1 SECTION 9 (1)

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

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

**11/1/2010**

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED

Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

6th Original Sheet No 61

Canceling P.S.C. No. 12

5th Original Sheet 61

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW - 4,999 KW APPLICABLE

SCHEDULE LPR-1-C1

In all territory served.

AVAILABILITY

Applicable to contracts with contract demands of 3,000 KW - 4,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand and who are served by a dedicated feeder(s) from a substation, and metered no more than one span from the substation, and also own the distribution facilities past the meter location. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

RATES PER MONTH

<u>CONSUMER CHARGE</u>	\$3559.49	I
<u>DEMAND CHARGE</u>	\$ 6.45 per KW of contract demand	I
<u>ENERGY CHARGE</u>	\$.04293 per KWH	I

DETERMINATION OF BILLING DEMAND

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

(a) The contract demand.

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

Months Hours Applicable for Demand Billing - EST

October through April	7:00 A.M. to 12:00 Noon 5:00 P.M. to 10:00 P.M.
May through September	10:00 A.M. to 10:00 P.M.

DATE OF ISSUE: October 01, 2021  
DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
10/1/2021**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 62

Canceling P.S.C. No. 11

3rd Original Sheet No. 94

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW - 4,999 KW

SCHEDULE LPR-1-C1 (Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

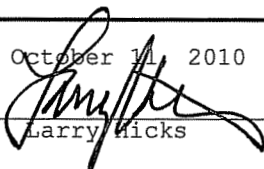
**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 14, 2010

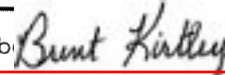
DATE EFFECTIVE: November 11, 2010

ISSUED BY



Larry Hicks

TITLE: President & CEO



**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: Pursuant to 807 KAR 5011 SECTION 9 (1)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 63

Canceling P.S.C. No. 11

3rd Original Sheet No. 95

CLASSIFICATION OF SERVICE

LARGE POWER 3,000 KW - 4,999 KW

SCHEDULE LPR-1-C1 (Cont.)

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 charges, plus

(b) the product of the billing demand multiplied by 400 hours and the energy charge per KWH, plus

(c) the consumer charge.

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

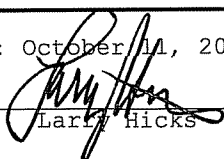
**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

DATE OF ISSUE: October 11, 2010

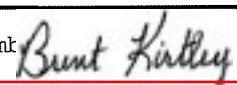
DATE EFFECTIVE: November

ISSUED BY



Larry Hicks

TITLE: President & CEO



**EFFECTIVE**

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

**SALT RIVER ELECTRIC**

Name of Issuing Corporation	P.S.C. No.	12
	6th Original Sheet No	64
	Canceling P.S.C. No.	12
	5th Original Sheet	64

CLASSIFICATION OF SERVICE

LARGE POWER 5,000 KW - 9,999 KW

SCHEDULE LPR-1-B2

APPLICABLE

In all territory served,

AVAILABILITY

Applicable to contracts with contract demands of 5,000 KW - 9,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand and who are served by a dedicated feeder(s) from a substation, and metered no more than one span from the substation, and also own the distribution facilities past the meter location. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

RATES PER MONTH

<u>CONSUMER CHARGE</u>	\$3559.45	I
<u>DEMAND CHARGE</u>	\$6.45 per KW of contract demand	I
	\$9.34 per KW for all billing demand in excess of contract demand.	I
<u>ENERGY CHARGE</u>	\$ .04270 per KWH	I

DETERMINATION OF BILLING DEMAND

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

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

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

DATE OF ISSUE: October 01, 2021  
DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
10/1/2021**

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

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 65  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 97

CLASSIFICATION OF SERVICE

LARGE POWER 5,000 KW - 9,999 KW

SCHEDULE LPR-1-B2 (Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

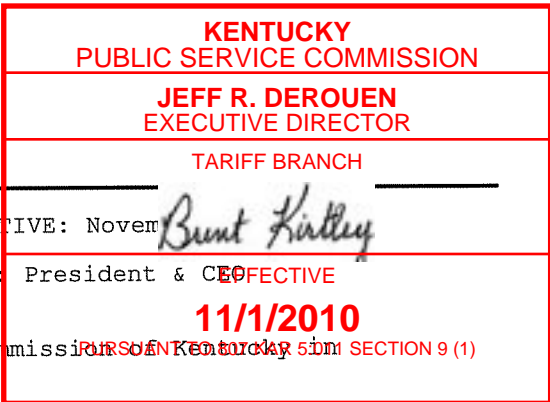
*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

*Burt Kirtley*

TARIFF BRANCH

**11/1/2010**



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 66

Canceling P.S.C. No. 11

3rd Original Sheet No. 98

CLASSIFICATION OF SERVICE

LARGE POWER 5,000 KW - 9,999 KW

SCHEDULE LPR-1-B2(Cont.)

MINIMUM CHARGE

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

(a) The product of the contract demand multiplied by the contract demand charge, plus

(b) the product of the excess demand multiplied by the excess demand rate, plus

(c) the product of the contract demand multiplied by 400 hours and the energy charge per KWH, plus

(d) the consumer charge.

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

Larry Hicks

TITLE: President & CEO

EFFECTIVE

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No. 2010- Dated: PURSUANT TO KRS 101.11 SECTION 9 (1)

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S ,C. No.

12

6th Original Sheet No

67

Canceling P.S.C. No.

12

5th Original Sheet

67

CLASSIFICATION OF SERVICE

LARGE POWER 5,000 KW - 9,999 KW

SCHEDULE LPR-1-C2

APPLICABLE

In all territory served.

AVAILABILITY

Applicable to contracts with contract demands of 5,000 KW - 9,999 KW with a monthly energy usage equal to or greater than 400 hours per KW of contract demand and who are served by a dedicated feeder(s) from a substation, and metered no more than one span from the substation, and also own the distribution facilities past the meter location. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

RATES PER MONTH

<u>CONSUMER CHARGE</u>	\$3559.49	
<u>DEMAND CHARGE</u>	\$ 6.45 per KW of contract demand	I
<u>ENERGY CHARGE</u>	\$ .04270 per KWH	I

I  
I  
I

DETERMINATION OF BILLING DEMAND

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

(a) The contract demand.

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

Months                      Hours Applicable for Demand Billing - EST

October through April

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

May through September

10:00 A.M. to 10:00 P.M.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

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



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 68

Canceling P.S.C. No. 11

3rd Original Sheet No. 100

CLASSIFICATION OF SERVICE

LARGE POWER 5,000 KW - 9,999 KW

SCHEDULE LPR-1-C2 (Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 17, 2010

DATE EFFECTIVE: November 11, 2010

ISSUED BY

Larry Hicks

TITLE: President & CEO

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky, Pursuant to Kentucky Revised Statutes Chapter 11, SECTION 9 (1)  
Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 69

Canceling P.S.C. No. 11

3rd Original Sheet No. 101

CLASSIFICATION OF SERVICE

LARGE POWER 5,000 KW - 9,999 KW

SCHEDULE LPR-1-C2 (Cont.)

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 charges, plus

(b) the product of the billing demand multiplied by 400 hours and the energy charge per KWH, plus

(c) the consumer charge.

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 14, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

*Brent Kirtley*

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky, Pursuant to Kentucky Revised Statutes, Chapter 11, Section 9 (1)  
Case No. 2010- Dated:

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED

Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

70

Canceling P.S.C. No.

12

5th Original Sheet

70

CLASSIFICATION OF SERVICE

LARGE POWER 10,000 KW AND OVER

SCHEDULE LPR-1-B3

APPLICABLE

In all territory served.

AVAILABILITY

Applicable to contracts with contract demands of 10,000 KW and over with a monthly energy usage equal to or greater than 400 hours per KW of contract demand and who are served by a dedicated feeder(s) from a substation, and metered no more than one span from the substation, and also own the distribution facilities past the meter location. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

RATES PER MONTH

<u>CONSUMER CHARGE</u>	\$5649.81	I
<u>DEMAND CHARGE</u>	\$ 6.45 per KW of contract demand	I
	\$ 9.34 per KW for all billing demand in excess of contract demand.	I
<u>ENERGY CHARGE</u>	\$ .04235 per KWH	I

DETERMINATION OF BILLING DEMAND

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

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

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

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp  
TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116  
Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

**EFFECTIVE  
10/1/2021**

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

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 71  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 103

CLASSIFICATION OF SERVICE

LARGE POWER 10,000 KW AND OVER

SCHEDULE LPR-1-B3(Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowances for line losses will not exceed 10% and is based on a twelve month moving average of such losses.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Harry Hicks

TITLE: President & CEO

*[Signature]*  
Brent Kirtley

**EFFECTIVE**

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: PURSUANT TO 807 KAR 5-011 SECTION 9 (1)

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 72

Canceling P.S.C. No. 11

3rd Original Sheet No. 104

CLASSIFICATION OF SERVICE

LARGE POWER 10,000 KW AND OVER

SCHEDULE LPR-1-B3(Cont.)

MINIMUM CHARGE

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

(a) The product of the contract demand multiplied by the contract demand charge, plus

(b) the product of the excess demand multiplied by the excess demand rate, plus

(c) the product of the contract demand multiplied by 400 hours and the energy charge per KWH, plus

(d) the consumer charge.

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

<b>KENTUCKY</b>
<b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b>
<b>EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<i>Brent Kirtley</i>
<b>EFFECTIVE</b>
<b>11/1/2010</b>
<small>PURSUANT TO 807 KAR 5.011 SECTION 9 (1)</small>

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY \_\_\_\_\_

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky, Docket No. 2010- \_\_\_\_\_ Dated: \_\_\_\_\_

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED

Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

6th Original Sheet No

73

Canceling P.S.C. No.

12

5th Original Sheet

73

CLASSIFICATION OF SERVICE

LARGE POWER 10,000 KW AND OVER SCHEDULE LPR-1-C3

APPLICABLE

In all territory served.

AVAILABILITY

Applicable to contracts with contract demands of 10,000 KW and over with a monthly energy usage equal to or greater than 400 hours per KW of contract demand and who are served by a dedicated feeder(s) from a substation, and metered no more than one span from the substation, and also own the distribution facilities past the meter location. These contracts will be between the Cooperative Association and the consumer subject to approval of East Kentucky Power Cooperative.

RATES PER MONTH

CONSUMER CHARGE \$5649.81

DEMAND CHARGE \$ 6.45 per KW of contract demand

ENERGY CHARGE \$ .04235 per KWH

I  
I  
I

DETERMINATION OF BILLING DEMAND

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

(a) The contract demand.

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

Months                      Hours Applicable for Demand Billing - EST

October through April

7:00 A.M. to 12:00 Noon

5:00 P.M. to 10:00 P.M.

May through September

10:00 A.M. to 10:00 P.M.

DATE OF ISSUE: October 01, 2021

DATE EFFECTIVE: Service rendered on and after  
October 01, 2021

ISSUED BY /S/Tim Sharp


TITLE: President & CEO

Issued by Authority of an order of the Public Service  
Commission of Kentucky in Case NO. 2021-00116

Dated: September 30, 2021

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



EFFECTIVE

**10/1/2021**

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

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 74  
Canceling P.S.C. No. 11  
3rd Original Sheet No. 106

CLASSIFICATION OF SERVICE

LARGE POWER 10,000 KW AND OVER

SCHEDULE LPR-1-C3 (Cont.)

POWER FACTOR

The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at any time. Should such measurement indicate that the power factor at the time of this maximum demand is less than 90% the demand for billing purpose shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the percent power factor.

\*FUEL ADJUSTMENT CLAUSE

The above rate may be increased or decreased by an amount per KWH equal to the fuel adjustment amount per KWH as billed by the Wholesale Power Supplier plus an allowance for line losses.

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE

President & CEO

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

TARIFF BRANCH

*[Signature]*  
Brent Kirtley

11/1/2010

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 75

Canceling P.S.C. No. 11

3rd Original Sheet No. 107

CLASSIFICATION OF SERVICE

LARGE POWER 10,000 KW AND OVER

SCHEDULE LPR-1-C3(Cont.)

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 charges, plus

(b) the product of the billing demand multiplied by 400 hours and the energy charge per KWH, plus

(c) the consumer charge.

CONDITION OF SERVICE

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

CHARACTER OF SERVICE

Three phase 60 hertz at voltage as agreed to in the "Agreement for Purchased Power."

TERMS OF PAYMENT

All of the above rates are net, the gross being five percent (5%) higher. In the event that the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

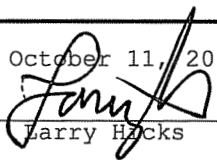
**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

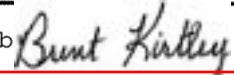
DATE EFFECTIVE: November

ISSUED BY



Larry Hicks

TITLE: President & CEO



EFFECTIVE

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky, Pursuant to Kentucky Revised Statutes Chapter 11, SECTION 9 (1)  
Case No. 2010- Dated:

PURSUANT TO KENTUCKY REVISED STATUTES CHAPTER 11, SECTION 9 (1)



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

3rd Original Sheet No

76

Canceling P.S.C. No.

12

2nd Original Sheet No.

76

CLASSIFICATION OF SERVICE

INTERRUPTIBLE SERVICE

SCHEDULE LPR-INT

APPLICABLE

In all territory served.

AVAILABILITY

This schedule shall be made available to any customer 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 ended May 31.

(N)  
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RATES PER MONTH

A monthly demand credit per kW is based on the following matrix:  
ANNUAL HOURS OF INTERRUPTION

<u>NOTICE MINUTES</u>	200	300	400
30	\$4.20	\$4.90	\$5.60

(T)

DETERMINATION OF MEASURED LOAD - BILLING DEMAND

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

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

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**1/1/2016**

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

DATE OF ISSUE: October 29, 2015

DATE EFFECTIVE: Service rendered on and after January 1, 2016

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

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

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

3rd Original Sheet No 77

Canceling P.S.C. No. 12

2nd Original Sheet No. 77

CLASSIFICATION OF SERVICE

INTERRUPTIBLE SERVICE

SCHEDULE LPR-INT(Con't.)

CONDITION OF SERVICE

1. The customer will, upon notification by the Cooperative, reduce his load being supplied by the Cooperative to the firm amount capacity level specified by the contract.
2. The Cooperative will endeavor to provide the customer as much advance notice as possible of the interruption of service. However, the customer shall interrupt service within the notice period as contracted.
3. Service will be furnished under the 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 Customer shall arrange its wiring so that interruptible service supplied under this rider shall be separately metered and segregated from firm service.
6. The customer shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the customer's premises, required for interruptible service.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**1/1/2016**

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

DATE OF ISSUE: October 26, 2015

DATE EFFECTIVE: Service rendered on and after January 1, 2016

ISSUED BY                     /s/ Tim Sharp                      
TITLE: President & CEO

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

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

3rd Original Sheet No

78

Canceling P.S.C. No.

12

2nd Original Sheet No.

78

**CLASSIFICATION OF SERVICE**

INTERRUPTIBLE SERVICE

SCHEDULE LPR-INT (Con't.)

7. A Customer's Plant is considered as one or more buildings which are served by a single electrical distribution system, provided and operated by the Consumers. When the size of the Customer's load necessitates the delivery of energy to the Customer's plant over more than one circuit, Salt River may elect to connect its circuits to different points on the Customer's system.
8. Any transformers required in excess of those used for regular firm power shall be owned and maintained by the Customer
9. The minimum original contract period shall be one year and thereafter until terminated by giving at least six months previous written notice. The Cooperative may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions.
10. The Fuel Adjustment Clause, as specified in the General Wholesale Power Rate Schedule is applicable.

CALCULATION OF MONTHLY BILL

The monthly bill is calculated on the following basis:

- A. Any applicable consumer charge, plus
- B. Minimum billing demand in kW multiplied by the firm capacity rate-plus
- C. Interruptible billing demand in kW multiplied by interruptible rate, or zero if the billing demand is lesser than or equal to the minimum billing demand, plus

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**1/1/2016**

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

DATE OF ISSUE: October 26, 2015

DATE EFFECTIVE: Service rendered on and after January 1, 2016

ISSUED BY \_\_\_\_\_ /s/ Tim Sharp

TITLE: President & CEO

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

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12

3rd Original Sheet No 79

Canceling P.S.C. No. 12

2nd Original Sheet No. 79

CLASSIFICATION OF SERVICE

INTERRUPTIBLE SERVICE

SCHEDULE LPR-INT (Con't.)

D. The greater of:

- 1) Energy usage in kWh multiplied by the energy rate, or
- 2) For customers on LLP-3-B1&C1, LLP-4-B1&C1, LPR-1-B1&C1, LPR-1-B2&C2, LPR-1-B3&C3, tariffs, then the product of the minimum kW multiplied by 400, multiplied by the energy rate.

NUMBER AND DURATION OF INTERRUPTIONS

- A. There shall be no more than (2) interruptions during any 24 hour calendar day. No interruption shall last more than 12 hours.
- B. Interruptions may occur between 6:00 a.m. and 9:00 p.m. EPT during the months of November through April and between 10:00 a.m. and 10:00 p.m. EPT during the months of May through October.
- C. The maximum number of annual hours of interruption shall be in accordance with the member contracted level of interruptible service.

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CHARGE FOR FAILURE TO INTERRUPT

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

DATE OF ISSUE: October 29, 2015

DATE EFFECTIVE: Service rendered on and after January 1, 2016

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

---

TARIFF BRANCH

*Brent Kirtley*

---

EFFECTIVE  
**1/1/2016**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

1<sup>st</sup> Original Sheet No

79A

Canceling P.S.C. No.

Original Sheet No.

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CLASSIFICATION OF SERVICE

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Section EDR

Economic Development Rider

Applicability

The EDR is available in all the service territory served by Salt River Electric Cooperative Corporation.

Availability

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

Economic Development

Service under EDR is available to:

- (1) New customers contracting for a minimum average monthly billing load of 500 kW over a 12 month period. If the new customer is locating in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County", then the minimum average monthly billing load will be 250 kW over a 12 month period.
- (2) Existing customers contracting for a minimum average monthly billing load increase of 500 kW over a 12 month period above their Economic Development Base Load ("ED Base Load") if the existing customer is located in a Kentucky county that is

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EXECUTIVE DIRECTOR

TARIFF BRANCH

*Brent Kirtley*

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**9/1/2014**

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

DATE OF ISSUE: July 3, 2014

DATE EFFECTIVE: Service rendered on and after September 1, 2014

ISSUED BY \_\_\_\_\_ /s/ Larry Hicks  
TITLE: President & CEO

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



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

1<sup>st</sup> Original Sheet No

79C

Canceling P.S.C. No.

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CLASSIFICATION OF SERVICE

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Section EDR (con't.)

- (4) The new customer or existing customer must agree to maintain a minimum load factor of 60 percent during the majority of the months in the discount period, subject to the following parameters:
  - a. During the first 12 months of the discount period the 60 percent minimum load factor requirement will be waived.
  - b. During the remaining months of the discount period, the load factor will be determined each month. The new or existing customer may fail to achieve the 60 percent minimum load factor for no more than 1/6<sup>th</sup> of the remaining months of the discount period.
  - c. Failure to maintain the 60 percent minimum load factor in any month beyond the period described in part 4(b) above will result in the suspension of the discount to the Total Demand Charge for that month. The discount to the Total Demand Charge will resume in the month the 60 percent minimum load factor is achieved; however the discount will resume at the discount rate applicable to the month of the discount period.
  
- (5) A customer desiring service under the EDR must submit an application for service that includes:
  - a. A description of the new load to be served;
  - b. The number of new employees, if any, the customer anticipates employing associated with the new load; and

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TITLE: President & CEO

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<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
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SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

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1<sup>st</sup> Original Sheet No

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CLASSIFICATION OF SERVICE

Section EDR (con't.)

c. The capital investment the customer anticipates making associated with the EDR load.

(6) Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.

Rate

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

Discount Period	3 years	4 years	5 years
Required Minimum Contract Term	6 years	8 years	10 years

Discount to Total Demand Charge:

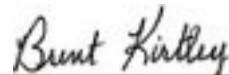
First 12 consecutive monthly billings	30%	40%	50%
Next 12 consecutive monthly billings	20%	30%	40%
Next 12 consecutive monthly billings	10%	20%	30%
Next 12 consecutive monthly billings	0%	10%	20%
Next 12 consecutive monthly billings	0%	0%	10%

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

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TITLE: President & CEO

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Name of Issuing Corporation

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1<sup>st</sup> Original Sheet No 79E

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CLASSIFICATION OF SERVICE

Section EDR (con't.)

Terms and Conditions

- 1) EKPC and Salt River Electric Cooperative Corporation will only offer an EDR during either periods of excess capacity or the additional capacity needs have been secured, or are capable of being economically secured, through a market purchase agreement. If additional capacity has been secured through a market purchase, the customer will be responsible for the costs of the market purchase agreement. Upon submission of each EDR special contract, EKPC will demonstrate that the load expected to be served during each year of the contract period will not cause them to fall below a reserve margin that is considered essential for system reliability.
- 2) Service shall be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of at least two times the discount period and for such time thereafter under the terms stated in the applicable standard rate schedule. The discount period shall not be less than 3 years and not exceed 5 years. A greater term of contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service shall be continued under the conditions provided for under the applicable standard rate schedule to which this rider is attached after the original term of the contract.
- 3) The customer may request an EDR effective initial billing date that is no later than 12 months after the date on which EKPC and Salt River Electric Cooperative Corporation initiates service to the customer.

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ISSUED BY \_\_\_\_\_ /s/ Larry Hicks  
TITLE: President & CEO

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Name of Issuing Corporation

P.S.C. No.

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1<sup>st</sup> Original Sheet No

79F

Canceling P.S.C. No.

Original Sheet No.

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CLASSIFICATION OF SERVICE

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Section EDR (con't.)

- (4) The EDR is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer enters into an EDR special contract, the successor customer may be allowed to fulfill the balance of the EDR special contract.
- 5) EKPC and Salt River Electric Cooperative Corporation may offer differing terms, as appropriate, under the special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer subject to approval by the Commission.

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ISSUED BY \_\_\_\_\_ /s/ Larry Hicks  
TITLE: President & CEO

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No 79G

Canceling P.S.C. No.

Original Sheet

CLASSIFICATION OF SERVICE

RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION

(N)

APPLICABLE

In all territory served by Salt River Electric Cooperative Corporation ("Salt River").

AVAILABILITY OF SERVICE

Community Solar Power is available to Salt River'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 Salt River 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 Salt River, for a percentage of a solar generating facility for a term of 25 years. Each such Customer shall pay to Salt River a license fee upon entering into a License Agreement for a portion of the capacity of the solar generating facility. The license fee shall equal the net present value of the capital and financing costs of each participating Customer's percentage of the solar generating facility.

The Customer may offset up to one hundred percent (100%) of his or her energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.

DATE OF ISSUE: January 31, 2017

DATE EFFECTIVE: Service rendered on and after March 2, 2017

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

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

**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)

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No 79H

Canc ling P.S.C. No.

Original Sheet

CLASSIFICATION OF SERVICE

(N)

**RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION (con't)**

**METERING**

EKPC shall provide metering services, without any cost to the Salt River or Customer for metering equipment, through a standard kilowatt-hour metering system that will be located at the point of delivery of electricity generated by the solar generation facility. For purposes of determining the amount of energy generated by the Customer's licensed percentage of the solar generation facility, the total net energy output of the solar generation facility shall be multiplied by the Customer's proportional licensed interest in the solar generation facility.

**PANEL PRODUCTION CREDITS**

Participating Customers will be credited monthly by Salt River 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 Salt River. 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.

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ISSUED BY                     /s/ Tim Sharp                      
TITLE: President & CEO

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FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No 79I

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Original Sheet

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CLASSIFICATION OF SERVICE

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**RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION (con't)**

(N)

Costs for operating, maintaining, insuring and paying taxes on the solar generating facility will be determined in aggregate on an annual basis and netted against the Panel Production Credit as set forth below. In the event that any significant investment (i.e. a replacement of an inverter) occurs during the term of a License Agreement, the cost of the investment will be amortized over the remaining term of the License Agreement.

The net amount of the Panel Production Credit will be determined by taking the sum of the capacity credit, energy credit and SREC credit (if applicable) and subtracting from said sum operations and maintenance expense.

At no time shall Salt River 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.

DATE OF ISSUE: January 31, 2017

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TITLE: President & CEO

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FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

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1st Original Sheet No 79J

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CLASSIFICATION OF SERVICE

RATES SCHEDULE CS — COMMUNITY SOLAR POWER GENERATION (con't)

(N)

TRANSFER/TERMINATION

If the Customer moves to a new location within Salt River's service territory the credit may be transferred to the new location. If the Customer moves to a new location outside Salt River's service territory or his or her membership in Salt River is terminated for any reason, the Customer may transfer the license and credits to another Customer within Salt River'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 Salt River may license the Customer's panel(s) to another customer. If, however, the Customer owes an outstanding balance to Salt River at the time of termination of membership or service, Salt River 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 Salt River of any changes in the service location for which the credits are to be associated.

COMMUNITY SOLAR FARM SOLAR PANEL LICENSE AGREEMENT

Any Customer desiring to license one or more solar panels in the Community Solar Farm must first enter into the License Agreement (a copy of which is attached hereto and incorporated herein by reference as if set forth fully herein) and tender to Salt River the requisite license fee. The license fee shall thereafter be transferred to EKPC within three (3) business days.

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ISSUED BY                     /s/ Tim Sharp                      
TITLE: President & CEO

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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 Salt River Electric Cooperative Corporation, with its principal place of business at 111 West Brashear Avenue, Bardstown, Kentucky 40004 (“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 elect, 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 attributed 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 credit will 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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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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EXECUTIVE DIRECTOR**

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- 7.1. Customer will not have access to the Community Solar Facility or any Solar Panel, for any purpose, unless otherwise agreed to in advance by Cooperative and EKPC in their sole discretion. EKPC will have sole ownership, possession and control of each Solar Panel, and will have the exclusive right to maintain and operate such Solar Panel.
- 7.2. Customer may license multiple Solar Panels, provided, however, that the Service Address cannot be credited with more than one hundred percent (100%) of its energy consumption based on the average annual consumption of electricity from the previous three (3) years. If the previous three (3) year consumption data is not available, the data that is available will be used to determine the maximum number of solar panels the Customer will initially be able to license.
- 7.3. Customer may not require Cooperative to repurchase the License for any Solar Panel. In the event Customer desires to assign or transfer the License for one or more Solar Panels), Cooperative may provide Customer with reasonable assistance in finding an assignee or transferee for such License, but Cooperative is under no obligation to provide such assistance, to find an assignee, or to permit Customer to assign the License other than in compliance with this Agreement.
- 7.4. Except as expressly provided in this Agreement, Customer may not sell, assign, gift, bequeath or otherwise transfer any License for a Solar Panel to any other individual or entity.
- 7.5 **Disclaimer and Force Majeure.** Customer understands and acknowledges that the generation of solar energy and the sale of solar energy, generation capacity and SRECs is dependent upon numerous factors, including many which are beyond the control of Cooperative or EKPC. Neither Cooperative nor EKPC shall be responsible for any disruption or prevention on the production of solar energy from the licensed Solar Panels that is attributable to: (a) natural events such as acts of God, landslides, lightning, eclipses, weather patterns, earthquakes, fires, storms or the like; (b) interruption and/or curtailment of transmission facilities of third-parties; (c) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (d) governmental actions such as necessity for compliance with any court or administrative order, law, statute, ordinance, regulation, order, or policy having the effect of law promulgated by a governmental authority having jurisdiction.
- 7.6 **Limitation of Liability.** EXCEPT AS MAY BE SET FORTH EXPRESSLY HEREIN, CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER COOPERATIVE NOR EKPC HAVE MADE ANY SPECIFIC OR GENERAL REPRESENTATIONS OR WARRANTIES REGARDING THE OPERATION, PRODUCTION, CONFIGURATION, LIFECYCLE OR ANY OTHER ASPECT OF THE LICENSED SOLAR PANEL(S). 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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*Talina R. Mathews*  
 EXECUTIVE DIRECTOR  
*Talina R. Mathews*  
 EFFECTIVE  
**3/2/2017**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

UNDERSTANDS AND ACKNOWLEDGES THAT THEY ARE HEREBY EXPRESSLY DISCLAIMED. CUSTOMER ALSO UNDERSTANDS AND AGREES THAT HIS OR HER SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS AGREEMENT BY COOPERATIVE IS EXPRESSLY LIMITED TO THE RETURN OF THE LICENSE FEE(S) TENDERED TO COOPERATIVE IN AN AMOUNT PROPORTIONATE TO THE NUMBER OF YEARS REMAINING ON THE LICENSE GRANTED HEREIN.

8. **Transfer/Assignment.** Subject to the provisions of this Section 8, and with advance written notice to Cooperative, a Customer may elect to: (a) change the Service Address for which the Panel Production Credit for one or more Solar Panels will apply, provided such Service Address is within Cooperative’s service territory and associated with the Customer, or (b) assign this Agreement to another individual or entity provided such assignee’s Service Address is located within Cooperative’s service territory and the individual or entity is a Member of Cooperative. Customer will notify Cooperative of such change or assignment in writing at least thirty (30) days prior to the effective date of such change. This notice shall include:

- Customer’s name and mailing address;
- A copy of the original License Agreement;
- The Serial Number for each applicable Solar Panel;
- The current Service Address;
- The new Service Address (if applicable);
- The name of the individual or entity to whom Customer is assigning this Agreement, (if applicable);
- Acknowledgment of Customer’s surrender of the applicable License and any further Panel Production Credits associated with the assigned Solar Panel(s); and
- The effective date of such assignment.

Upon assignment of any License for a Solar Panel, the Customer will surrender all right, title and interest in and to such License. Customer further acknowledges and agrees that such assignment does not extend the Term of the License or this Agreement.

In the event that a Customer’s membership in Cooperative ceases, a transfer under this Section 8 shall be made within sixty (60) days of termination of membership. If transfer does not occur within sixty (60) days, the license shall be terminated in accordance with Section 6 of this Agreement.

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b> <b>Talisha Matthews</b> <b>EXECUTIVE DIRECTOR</b> <i>Talisha Matthews</i>
<b>EFFECTIVE</b> <b>3/2/2017</b> 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.

Salt River Electric Cooperative Corporation

\_\_\_\_\_  
 CUSTOMER NAME (please print)

\_\_\_\_\_  
 SALT RIVER ELECTRIC COOPERATIVE  
 CORPORATION REPRESENTATIVE  
 NAME AND TITLE (please print)

\_\_\_\_\_  
 CUSTOMER SIGNATURE

\_\_\_\_\_  
 SIGNATURE



**Renewable Energy Program**

**STANDARD RIDER**

This “Renewable Energy Program” is a rider to all current rate schedules. The purpose of this program is to provide retail members with a source of renewable energy or renewable energy attributes called Renewable Energy Certificates (“RECs”). There are three (3) options. Salt River Electric Cooperative Corporation, Inc., 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, Salt River Electric Cooperative Corporation, Inc., and EKPC will enter into a special agreement to purchase renewable energy to offset the retail member’s existing energy consumption.

T

**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 deemed to be Green-e certified-
- 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.

**AVAILABILITY OF SERVICE**

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

Option A - Retail members may participate in the program by contributing monthly as much as they like in \$2.75 increments (e.g., \$2.75, \$5.50, \$8.25, or more per month). The retail member may allocate a “Renewable Energy Program” contribution to a type or types of renewable energy offered by the Envirowatts program (solar, wind, hydroelectric, or landfill gas). Funds contributed by retail members are not refundable.

Option B – Option B is available on or before March 25, 2025. A retail member may, after entering into a special agreement with Salt River Electric Cooperative Corporation, Inc. and EKPC, purchase renewable energy to offset the retail member’s existing energy consumptions under the members’ applicable rate schedule.

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

(N)

**ELIGIBILITY**

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

DATE OF ISSUE: November 1, 2021

DATE EFFECTIVE: Service rendered on and after  
December 1, 2021

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

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

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

P.S.C. No. 12, 3rd Revised Sheet No.81  
Canceling P.S.C. No.12, 2nd Original Sheet No. 81

**Renewable Energy Program (continued)**

Under Option B, a retail member must execute an agreement with Salt River Electric Cooperative Corporation, Inc. 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 retail 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 Salt River Electric Cooperative Corporation, Inc and EKPC, will determine the type of renewable resource and amount of RECs Salt River Electric 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 contributions of any amount in \$2.75 increments shall be made pursuant to the terms of the “Pledge to Purchase Renewable Energy”. The fuel adjustment clause and the environmental surcharge are not applicable to the Option A Renewable Energy Program contributions.

Under Option B, the renewable energy rate shall be set forth under the individual participating renewable energy agreements. The retail member’s bill will be credited for the base fuel, the fuel adjustment clause, capacity credits when applicable, and the variable portion of the Environmental Surcharge that EKPC credited to Salt River Electric Cooperative Corporation, Inc. per individual renewable energy agreements. The credit amount is based on the total of the avoided costs from base fuel, fuel adjustment clause, capacity credits when applicable, and variable environmental surcharge for the delivered renewable energy pursuant to the agreement. The total credit will be limited to the lesser of this credit amount or the PJM Localized Marginal Cost.

Under Option C, the participating C&I retail member will pay the market value of the RECs purchased on their behalf without markup from Salt River Electric or EKPC. They will have the option to instruct Salt River Electric 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 Salt River Electric 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 retail 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, Salt River Electric 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 Salt River Electric 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 retail member.

DATE OF ISSUE: November 1, 2021

DATE EFFECTIVE: Service rendered on and after  
December 1, 2021

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE</b> <b>12/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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N  
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COMMERCIAL AND INDUSTRIAL  
RENEWABLE ENERGY PROGRAM PURCHASE AGREEMENT

This Commercial and Industrial Renewable Energy Program Purchase Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by and between East Kentucky Power Cooperative, Inc., 4775 Lexington Road, Winchester, Kentucky 40391 (“EKPC”); SALT RIVER ELECTRIC COOPERATIVE CORPORATION, with its principal place of business at 111 W. BRASHEAR AVE., BARDSTOWN, KY 40004 (“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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Executive Director

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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 or resource from which the renewable energy

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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 calculate the charges for renewable energy sales were calculated.

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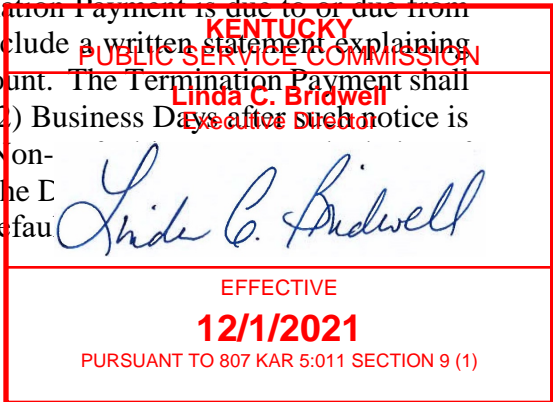
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12. **Failure to Take Delivery.** If Customer fails to accept all or part of the renewable energy acquired or generated by EKPC or Cooperative, or to pay for any RECs acquired by EKPC and or Cooperative, when such purchases are made in performance 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 include, but not be limited to, the occurrence of any of the following:
  - a. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - b. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - c. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - d. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - e. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - f. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - g. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - h. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - i. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - j. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - k. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - l. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - m. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - n. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - o. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - p. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - q. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - r. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - s. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - t. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - u. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - v. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - w. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - x. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - y. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.
  - z. Defaulting Party's failure to pay to the other party the amount due by the Defaulting Party within the time specified in the invoice or bill rendered by the other party.

- (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-Defaulting Party's Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of the Non-Defaulting Party's notice of the amount of the Termination Payment, provide a written statement explaining in reasonable detail the basis for its dispute. If the Defaulting Party fails to provide such a statement within the time specified, the Non-Defaulting Party shall be deemed to have accepted the amount of the Termination Payment as stated in the notice.



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 "BBB" 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 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.

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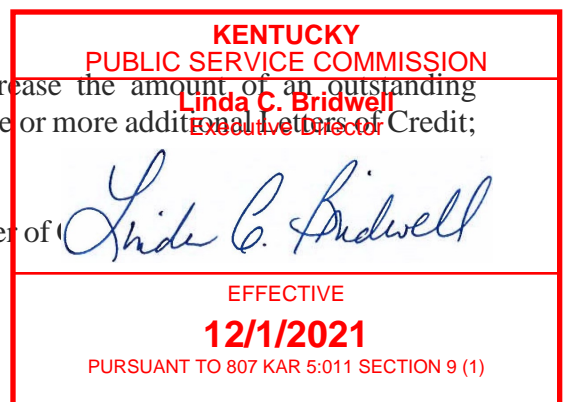


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- (iii) **Performance Assurance Threshold.** Notwithstanding the provisions of subparagraphs (i) and (ii) above, no Performance Assurance shall be required to be posted by either Customer or EKPC if the current sum of the Early Customer Termination 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 Cred it shall be borne by the Pledging Party.
  
- (d) **Administration of Performance Assurance.** Any Letter of Credit shall be subject to the following provisions:
  - (i) Unless otherwise agreed to in writing by the parties, each Letter of Credit shall be maintained for the benefit of the Secured Party. The Pledging Party shall: (A) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit; (B) if the bank that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide either a substitute Letter of Credit at least twenty (20) business days prior to the expiration of the outstanding Letter of Credit; and (C) if a bank issuing a Letter of Credit shall fail to honor the Secured Party's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of the Secured Party either a substitute Letter of Cred it that is issued by a bank acceptable to the Secured Party with in one (1) business day after such refusal;
  - (ii) The Pledging Party may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit; and
  - (iii) With respect to each such Letter of




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 by a Party of all covenants and obligations to be performed under this Agreement, each Party hereby pledges, and the other Parties, and hereby grants to

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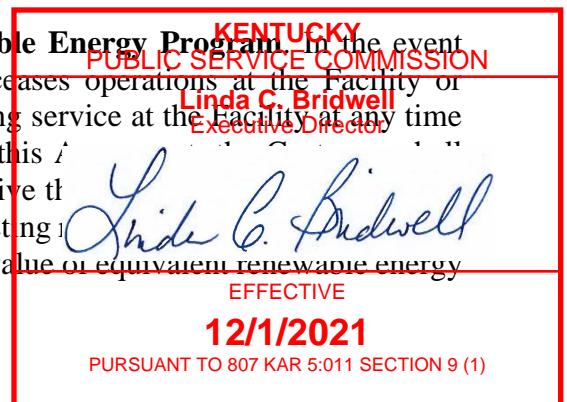


continuing security interest in and to, and a general first lien upon and right of setoff against, all Performance Assurance which has been or may in the future be transferred to, or received by, the other Parties and each Party agrees to take such action as the other Parties reasonably request in order 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 Agreement, the Customer shall pay EKPC/Cooperative the levelized cost of existing renewable energy plus 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 or invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed amount shall be required to be made when due, with notice of such dispute to the other Parties. Any invoice dispute or invoice adjustment


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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 action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or 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 hereby and thereby further irrevocably and unconditionally waives and

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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>

**SALT RIVER ELECTRIC**

\_\_\_\_\_  
CUSTOMER NAME (please print)

\_\_\_\_\_  
TIM SHARP (please print)  
PRESIDENT & CEO

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
SIGNATURE

**EAST KENTUCKY POWER  
COOPERATIVE, INC.**

\_\_\_\_\_  
<TITLE>, EAST KENTUCKY POWER  
COOPERATIVE, INC. (please print)

\_\_\_\_\_  
SIGNATURE



**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

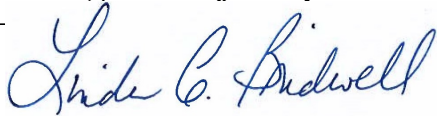
\_\_\_\_\_ Least-Cost Resource \_\_\_\_\_ % of RECs

( ) 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”), **SALT RIVER ELECTRIC COOPERATIVE CORPORATION**, a Kentucky corporation with its principal offices at 111 W. BRASHEAR AVE., BARDSTOWN, KY 40004 (“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 ob undertake or condition (whether affirmative or negative) in the

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**Linda C. Bridwell**  
Executive Director

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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.

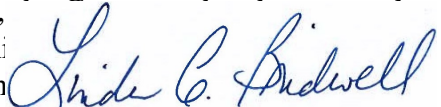
(c) Agrees that this Guaranty Agreement shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of, the Industrial Power Agreement; or any limitation of the liability of Customer thereunder; 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 with respect to the Guaranteed Obligations, including, but not limited to:

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Linda C. Bridwell  
Executive Director



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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 EKPC 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 Nelson County, Kentucky, and the United States District Court for the Eastern District of Kentucky, Lexington Division, and the related appellate court; and Guarantor hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment and Guarantor waives any other place of domicile. Guarantor hereby irrevocably waives any objections hereafter have to the laying of venue of any suit, action or proceeding.

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Executive Director

*Linda C. Bridwell*

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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: \_\_\_\_\_

**SALT RIVER ELECTRIC COOPERATIVE  
CORPORATION**

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

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

**[GUARANTOR]**

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

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





SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

2nd Original Sheet No

81B

Canceling P.S.C. No.

12

1st Original Sheet No.

81B

CLASSIFICATION OF SERVICE

CHARGES AND ASSESSMENTS

- (A) Non-energy charges such as the customer charges will be pro-rated daily. Each day at a time specific, that amount will be deducted from the total balance of the account.
- (B) The fuel adjustment and the environmental surcharge will be credited or debited to the account based upon the purchase. The dollar amount will be the allocation for the month of the purchase.
- (C) At the time the account is activated with the prepay option, the initial purchase is recommended to be a minimum of \$75.00. Purchases beyond the point of activation may be in any increment of the members choosing and could be \$20.00 or less.
- (D) When a member converts from post pay to prepay and that member has a deposit on file with the Cooperative, the deposit will not be refunded but converted into a credit on the account going forward. This is of course if the deposit is not needed to meet the original purpose of the deposit.
- (E) After a Salt River Electric member has been disconnected for non-pay and chooses the prepay option for reconnect, they will be subject to a plan whereas future purchases will be spilt 70/30 until the old debt is retired. 70% will be applied to new purchases while the 30% will be applied towards retirement of the previous balance.

MEMBER BENEFITS

No deposit or late fees. The fact that the member prepays for electric power means that there is not a requirement for the member to pay a deposit to Salt River Electric. Also, there will be no disconnect/reconnect charges.

OTHER

- (A) Refunds and credits: When a member decides to leave the program and they have a credit to their accounts, they will have two options. 1) Make some type of agreement with the new owner/tenant as to the balance or 2) request a refund from Salt River Electric and have the power disconnected.

DATE OF ISSUE: January 6, 2015

DATE EFFECTIVE: Service rendered on and after January 1, 2015

ISSUED BY                     /s/ Larry Hicks  
TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2014-00407 Dated: December 16, 2014

KENTUCKY  
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

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TARIFF BRANCH

*Brent Kirtley*

---

EFFECTIVE  
**12/16/2014**

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

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

2nd Original Sheet No 81C

Canceling P.S.C. No. 12

1st Original Sheet No. 81C

CLASSIFICATION OF SERVICE

- (B) A prepay account will be disconnected if the balance of the account becomes negative, regardless of weather/temperatures.
- (C) Deleted
- (D) The member will not be mailed a monthly paper bill. However, the member may request a copy of their monthly bill or view the bill online through the Cooperative's website.
- (E) It is the member's responsibility to manage their own communication devices and contact the Cooperative if information changes
- (F) When the amount of funds remaining reaches the minimum balance threshold, an automated message will be sent daily to the member rather than a written notice sent by U.S. Mail.
- (G) Should the member have a payment returned for any reason, the returned payment will be charged to the account. The account shall also be charged a return payment fee. If there are not sufficient funds to cover the returned item and fee, the account will be disconnected immediately.
- (H) No residents in the home can have a medical condition impacted by loss of electric service
- (I) Prepay accounts are not eligible for payment agreements and assistance will not be applied until received as payment.
- (J) Presenting a Certificate of Need, Winter Hardship Reconnect, or Medical Certificate will convert the account to post-pay
- (K) The Cooperative shall be held harmless for any damages due to loss of energy services. Likewise, if the account is disconnected and the member applies funds to the Prepay account thus causing the account to be reconnected, the member accepts full responsibility for any damages to the location caused by the account being reconnected and holds the Cooperative harmless from any damages arising from such a reconnection. The member or his/her designee must push the reset button on the meter to restore electric service.

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**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE  
**12/16/2014**

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

DATE OF ISSUE: January 6, 2015

DATE EFFECTIVE: Service rendered on and after January 1, 2015

ISSUED BY \_\_\_\_\_ /s/ Larry Hicks  
TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2014-00407 Dated: December 16, 2014



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
2<sup>nd</sup> Original Sheet No. 82  
Canceling P.S.C. No. 10  
1<sup>st</sup> Original Sheet No. 82

CLASSIFICATION OF SERVICE

RATES SCHEDULE ES - ENVIRONMENTAL SURCHARGE

AVAILABILITY

In all of the Company's service territory

APPLICABILITY

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

RATE

CES(m) = ES(m)

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

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

Where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

(Over)/Under Recovery =

6-months cumulative (over)/under recovery as defined by amount billed by (T) 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.

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

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TARIFF BRANCH

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Burt Kirtley  
EFFECTIVE  
**11/5/2010**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

DATE OF ISSUE: November 22, 2010

DATE EFFECTIVE: November

ISSUED BY Larry Hicks

TITLE: President & Burt Kirtley

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No. 2010-00021 Dated: November 5, 2010

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 83  
Canceling P.S.C. No. 11  
Original Sheet No. 116

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CLASSIFICATION OF SERVICE

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BILLING FOR ES

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

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PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novemb

ISSUED BY Larry Hicks

TITLE: President & CEO

*Burt Kirtley*

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: Pursuant to KYR 5.011 SECTION 9 (1)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

4th Original Sheet No

83A

Canceling P.S.C. No.

12

3<sup>rd</sup> Original Sheet

83A

**CLASSIFICATION OF SERVICE**

TOUCHSTONE ENERGY HOME PROGRAM

Sch TEHP

**Purpose**

In an effort to improve new residential home energy performance, Salt River Electric 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 Salt River Electric.

**Eligibility**

To qualify as a Touchstone Energy Home under Salt River Electric program, the participating single-family home must be located in the service territory of Salt River Electric 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 Salt River Electric.
- Home must receive pre-drywall inspection and complete Salt River Electric’s pre-drywall checklist (contact the Energy Advisor at Salt River Electric 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.

DATE OF ISSUE: December 11, 2019

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


ISSUED BY \_\_\_\_\_ /s/ Tim Sharp

TITLE: President & CEO

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

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

**Kent A. Chandler**  
Executive Director



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**3/2/2019**

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

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

4th Original Sheet No

83B

Canceling P.S.C. No.

12

3<sup>rd</sup> Original Sheet

83B

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CLASSIFICATION OF SERVICE

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TOUCHSTONE ENERGY HOME PROGRAM

Sch TEHP (con't)

**Performance Path:**

- Home must receive a HERS Index score of  $\leq 75$  (At least 30% more efficient than the KY standard built home).
- Home must receive pre-drywall inspection and complete Salt River Electric's pre-drywall checklist. (contact the Energy Advisor at Salt River Electric 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**

Salt River Electric 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: December 11, 2019

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

ISSUED BY \_\_\_\_\_ /s/ Tim Sharp  
TITLE: President & CEO

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

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

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

4th Original Sheet No

84

Canceling P.S.C. No.

12

3<sup>rd</sup> Original Sheet

84

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CLASSIFICATION OF SERVICE

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DATE OF ISSUE: December 11, 2019

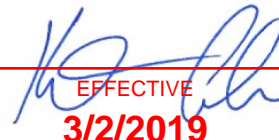
DATE EFFECTIVE: Service rendered on and after March 2, 2019

ISSUED BY \_\_\_\_\_ /s/ Tim Sharp  
TITLE: President & CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Kent A. Chandler**  
Executive Director

  
EFFECTIVE  
**3/2/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

2nd Original Sheet No

84A

Canceling P.S.C. No.

12

1st Original Sheet

84A

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CLASSIFICATION OF SERVICE

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Reserved for Future Use

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: Service rendered on and after March 1, 2019

ISSUED BY /s/ Tim Sharp

TITLE: President & CEO

Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

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

**Gwen R. Pinson**  
Executive Director



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**3/1/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

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Name of Issuing Corporation

P.S.C. No.

12

2nd Original Sheet No

84B

Canceling P.S.C. No.

12

1st Original Sheet

84B

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CLASSIFICATION OF SERVICE

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Reserved for Future Use

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: Service rendered on and after March 1, 2019

ISSUED BY /s/ Tim Sharp

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2019-00060

Dated: february 27, 2019

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

**Gwen R. Pinson**  
Executive Director



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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No.	12
2nd Original Sheet No	84C
Canceling P.S.C. No.	12
1st Original Sheet	84C

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CLASSIFICATION OF SERVICE

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DATE OF ISSUE: January 30, 2019


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ISSUED BY                     /s/ Tim Sharp                    

TITLE: President & CEO

Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

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



FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

2nd Original Sheet No

84D

Canceling P.S.C. No.

12

1st Original Sheet

84D

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CLASSIFICATION OF SERVICE

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ISSUED BY                     /s/ Tim Sharp                      
TITLE: President & CEO

Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

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

**Gwen R. Pinson**  
Executive Director



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**3/1/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

2nd Original Sheet No

84E

Canceling P.S.C. No.

12

1st Original Sheet

84E

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CLASSIFICATION OF SERVICE

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DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: Service rendered on and after March 1, 2019

ISSUED BY                     /s/ Tim Sharp


TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

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

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

3rd Original Sheet No

84F

Canceling P.S.C. No.

12

2nd Original Sheet

84F

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CLASSIFICATION OF SERVICE

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DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: Service rendered on and after March 1, 2019

ISSUED BY                     /s/ Tim Sharp  
TITLE: President & CEO

Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

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

**Gwen R. Pinson**  
Executive Director



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**3/1/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

3rd Original Sheet No

84G

Canceling P.S.C. No.

12

2nd Original Sheet

84G

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CLASSIFICATION OF SERVICE

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DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: Service rendered on and after March 1, 2019

ISSUED BY                     /s/ Tim Sharp  
TITLE: President & CEO

Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

**KENTUCKY**  
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**Gwen R. Pinson**  
Executive Director



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**3/1/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

3rd Original Sheet No

84G1

Canceling P.S.C. No.

12

2nd Original Sheet

84G1

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CLASSIFICATION OF SERVICE

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DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: Service rendered on and after March 1, 2019

ISSUED BY                     /s/ Tim Sharp  
TITLE: President & CEO

Issued by authority of an order of the Public Service  
Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

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

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**3/1/2019**

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



SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
4<sup>th</sup> Original Sheet No 84I  
Canceling P.S.C. No. 12  
3<sup>rd</sup> Original Sheet 84I

**CLASSIFICATION OF SERVICE**

Heat Pump Retrofit Program

Sch Heat Pump Retrofit(Con't)

Incentives

Homeowners replacing their existing resistance heat source with a heat pump will qualify for the following incentive based on the equipment type:

<u>Equipment Type</u>	<u>Rebate</u>
<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

DATE OF ISSUE: December 11, 2019  
DATE EFFECTIVE: Service rendered on and after March 2, 2019  
ISSUED BY \_\_\_\_\_ /s/ Tim Sharp  
TITLE: President & CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Kent A. Chandler**  
Executive Director



**EFFECTIVE  
3/2/2019**

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





SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

4<sup>th</sup> Original Sheet No

86

Canceling P.S.C. No.

12

3<sup>rd</sup> Original Sheet

86

**CLASSIFICATION OF SERVICE**

**Section DSM - 3(a) (con't.)**

**Program Incentives**

Salt River Electric will provide an incentive to the participants in this program for the following appliances:

**Water Heaters:** Salt River Electric 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:** Salt River Electric will provide an incentive to the participants in this program. The participant may select one of three alternatives. The participant will receive one of these incentives regardless of whether the air conditioner or heat pump is actually controlled during any program month.

**Alternative One:** For each direct load control switch Salt River Electric 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, Salt River Electric may provide and install at no cost one or more Wi-Fi enabled thermostats as needed for control purposes or Salt River Electric 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 Salt River Electric provided thermostat within 60 days or return it to Salt River Electric or be invoiced by Salt River Electric 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. Salt River Electric will reimburse the participating member \$20 per qualifying Wi-Fi enabled thermostat annually.

**Alternative Three:** Salt River Electric 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. Salt River Electric will provide a rebate up to \$100 to offset the member's cost to have the thermostat installed by the member's own heating and air-conditioning contractor. The member must have a fixed location, reliable internet for communication.

When the qualifying appliances are located in rental residences, program incentives will be provided to the participant, regardless of whether the participant owns or rents the residence where the qualifying appliances are located.

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ISSUED BY \_\_\_\_\_ /s/ Tim Sharp  
TITLE: President & CEO

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Commission of Kentucky in Case No. 2019-00060  
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KENTUCKY  
PUBLIC SERVICE COMMISSION

**Kent A. Chandler**  
Executive Director



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

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

4<sup>th</sup> Original Sheet No

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Canceling P.S.C. No.

12

3<sup>rd</sup> Original Sheet

86A

**CLASSIFICATION OF SERVICE**

**Section DSM - 3(a) (con't.)**

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**

Salt River Electric 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.

**Time Periods for Direct Load Control Program**

**Water Heaters:** Existing load control switches may be electrically interrupted for a maximum time period of six (6) hours per event during the May through September months indicated below and for a maximum time period of 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	10:00 a.m. to 10:00 p.m.

DATE OF ISSUE: December 11, 2019

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ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

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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)





SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

4<sup>th</sup> Original Sheet No

86D

Canceling P.S.C. No.

12

3<sup>rd</sup> Original Sheet

86D

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CLASSIFICATION OF SERVICE

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ISSUED BY                     /s/ Tim Sharp                      
TITLE: President & CEO

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Commission of Kentucky in Case No. 2019-00060  
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<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)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

4th Original Sheet No

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Canceling P.S.C. No.

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3rd Original Sheet

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CLASSIFICATION OF SERVICE

Section DSM                      3(b)

T

Direct Load Control Program - Commercial

Purpose

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

Availability

The Direct Load Control Program is available to commercial customers in the service territories of Salt River Electric Cooperative Corporation and will include the control of air conditioners, heat pumps and water heaters.

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

Eligibility

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

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

DATE OF ISSUE: December 11, 2019

DATE EFFECTIVE: Service rendered on and after November 26, 2019

ISSUED BY       /s/ Tim Sharp  
TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 209-00060 Dated: November 26, 2019

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

<b>EFFECTIVE</b> <b>11/26/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.	12
4th Original Sheet No	87
Canceling P.S.C. No.	12
3rd Original Sheet	87

CLASSIFICATION OF SERVICE

Section DSM - 3(b) (con't.)

Program Incentives

EKPC and Salt River Electric Cooperative Corporation 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 or heat pump until. Units up to and including five tons will receive an annual credit of \$20.00 per unit. Units over five tons will receive an additional annual credit of \$4.00 per ton per unit. Salt River Electric Cooperative Corporation will credit the commercial power bill of the participant 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. Salt River Electric Cooperative Corporation will credit 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.

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 communication. Utility of member supplied Wi-Fi enabled thermostat programs may be available. Communication to the load control device will be accomplished via AMR e AMI, Wi-fi or similar communication technologies.

DATE OF ISSUE: December 11, 2019

DATE EFFECTIVE: Service rendered on and after November 26, 2019

ISSUED BY       /s/ Tim Sharp        
TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 209-00060 Dated: November 26, 2019

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

<b>EFFECTIVE 11/26/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

4<sup>th</sup> Original Sheet No

87B

Canceling P.S.C. No.

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3<sup>rd</sup> Original Sheet

87B

CLASSIFICATION OF SERVICE

Section DSM - 3(b) (con't.)

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

Months

Hours Applicable for Demand

Billing - EPT

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 hours during the May through September months indicated below and for a maximum time period of four hours during the October through April months indicated below.

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

Months

Hours Applicable for Demand

Billing - EPT

October through April

6:00 a.m. to 12:00 noon

4:00 p.m. to 10:00 p.m.

May through September

10:00 a.m. to 10:00 p.m.

Terms and Conditions

1. Prior to the installation of load control devices, Salt River Electric Cooperative Corporation may inspect the participant's electrical equipment to insure good repair and working condition, but the Salt River Electric Cooperative Corporation shall not be responsible for the repair or maintenance of the electrical equipment.

DATE OF ISSUE: December 11, 2019

DATE EFFECTIVE: Service rendered on and after November 26, 2019

ISSUED BY \_\_\_\_\_ /s/ Tim Sharp

TITLE: President & CEO

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Kent A. Chandler**  
Executive Director



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**11/26/2019**

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





SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

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2nd Original Sheet No

87D

Canceling P.S.C. No.

12

1st Original Sheet

87D

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CLASSIFICATION OF SERVICE

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Reserved for Future Use

DATE OF ISSUE: January 30, 2019

DATE EFFECTIVE: Service rendered on and after March 1, 2019

ISSUED BY /s/ Tim Sharp

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

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**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**3/1/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

2nd Original Sheet No

87E

Canceling P.S.C. No.

12

1st Original Sheet

87E

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CLASSIFICATION OF SERVICE

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Reserved for Future Use

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DATE EFFECTIVE: Service rendered on and after March 1, 2019

ISSUED BY                     /s/ Tim Sharp

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

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

**Gwen R. Pinson**  
Executive Director



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**3/1/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

2nd Original Sheet No

87F

Canceling P.S.C. No.

12

1st Original Sheet

87F

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CLASSIFICATION OF SERVICE

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Reserved for Future Use

DATE OF ISSUE: January 30, 2019

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ISSUED BY                     /s/ Tim Sharp

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

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

**Gwen R. Pinson**  
Executive Director



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**3/1/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

2nd Original Sheet No

87G

Canceling P.S.C. No.

12

1st Original Sheet

87G

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CLASSIFICATION OF SERVICE

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ISSUED BY                     /s/ Tim Sharp

TITLE: President & CEO

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Dated: February 27, 2019

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**PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**3/1/2019**

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

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

2nd Original Sheet No

87H

Canceling P.S.C. No.

12

1st Original Sheet

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CLASSIFICATION OF SERVICE

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Reserved for Future Use

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DATE EFFECTIVE: Service rendered on and after March 1, 2019

ISSUED BY /s/ Tim Sharp

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2019-00060

Dated: February 27, 2019

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

**Gwen R. Pinson**  
Executive Director



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**3/1/2019**

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

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

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2<sup>nd</sup> Original Sheet No

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Canceling P.S.C. No.

12

1<sup>st</sup> Original Sheet

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CLASSIFICATION OF SERVICE

RATES SCHEDULE NM-NET METERING

AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Salt River Electric Cooperative Corporation's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Salt River Electric'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, Salt River Electric'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 Salt River Electric 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) I kilowatts;
- 3) Is located on the member's premises;
- 4) Is owned and operated by the member;
- 5) Is connected in parallel with Salt River Electric'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, Salt River Electric may provide Net Metering to other member-generators not meeting all the conditions listed above on a case-by-case basis.

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DATE EFFECTIVE: Service rendered on and after January 5, 2020

ISSUED BY                      /s/ Tim Sharp  
TITLE: President & CEO

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Dated: December 9, 2019

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

**Gwen R. Pinson**  
Executive Director

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*Gwen R. Pinson*  
**EFFECTIVE**  
**1/5/2020**

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

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 89  
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Original Sheet No. 136

CLASSIFICATION OF SERVICE

**METERING**

Salt River Electric 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 Salt River Electric's Commission-approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Salt River Electric using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Salt River Electric to the member-generator and from the member-generator to Salt River Electric, 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, Salt River Electric 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 Salt River Electric exceed the deliveries of energy in kWh from Salt River Electric 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 in the current month shall be added to the Net Metering Credit that

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**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR  
TARIFF BRANCH  
*Burt Kirtley*  
EFFECTIVE  
**11/1/2010**  
PURSuant to KRS 101.10-010 SECTION 9 (1)

DATE OF ISSUE: ~~October 11, 2010~~

DATE EFFECTIVE: Novem

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE:

President & CEO

Issued by authority of an order of the Public Service Commission  
Case No. 2010- Dated:

11/1/2010 PURSuant to KRS 101.10-010 SECTION 9 (1)



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 90

Canceling P.S.C. No. 11

Original Sheet No. 137

CLASSIFICATION OF SERVICE

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 Salt River Electric 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.

**APPLICATION AND APPROVAL PROCESS**

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

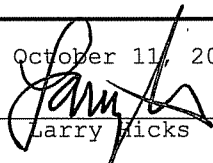
Applications will be submitted by the Member and reviewed and processed by Salt River Electric according to either Level 1 or Level 2 processes defined in this tariff.

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

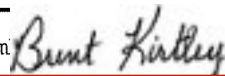


Larry Hicks

TITLE: President & CEO

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH



**11/1/2010**

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 91  
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Original Sheet No. 138

CLASSIFICATION OF SERVICE

Members may contact Salt River Electric 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 Salt River Electric'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).

Salt River Electric 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.
- 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

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PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

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*Burt Kirtley*

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EFFECTIVE  
**11/1/2010**

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PURSUANT TO 807 KAR 5.01 SECTION 9 (1)

DATE OF ISSUE: October 17, 2010  
ISSUED BY *Larry Hicks*  
Larry Hicks

DATE EFFECTIVE: November 1, 2010  
TITLE: President & CEO

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 92

Canceling P.S.C. No. 11

Original Sheet No. 139

CLASSIFICATION OF SERVICE

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

Salt River Electric shall notify the member within 5 business days whether the Application is approved or denied, based on the criteria provided in this section.

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novem

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE:

President & CEO

**KENTUCKY PUBLIC SERVICE COMMISSION**  
**JEFF R. DEROUEN**  
 EXECUTIVE DIRECTOR

TARIFF BRANCH

*Brent Kirtley*  
 PRESIDENT & CEO

**11/1/2010**

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 93

Canceling P.S.C. No. 11

Original Sheet No. 140

**CLASSIFICATION OF SERVICE**

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

If the Application is denied, Salt River Electric 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:

<b>KENTUCKY</b>
<b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH
<i>Burt Kirtley</i>
President & CEO
<b>11/1/2010</b>
PURSUANT TO KENTUCKY STATUTE SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE

President & CEO

Issued by authority of an order of the Public Service Commission  
Case No. 2010- Dated:

PURSUANT TO KENTUCKY STATUTE SECTION 9 (1)

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 94  
Canceling P.S.C. No. 11  
Original Sheet No. 141

CLASSIFICATION OF SERVICE

- 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.

Salt River Electric will approve the Level 2 Application if the generating facility meets Salt River Electric's technical interconnection requirements, which are based on IEEE 1547.

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

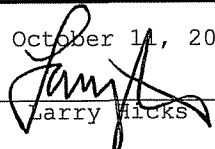
- 1) The Application is approved and Salt River Electric will provide the Member with an Interconnection Agreement to sign.
- 2) If construction or other changes to Salt River Electric's distribution system are required, the cost will be the responsibility of the Member. Salt River Electric will give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

If the Application lacks complete information, Salt River

DATE OF ISSUE: October 14, 2010

DATE EFFECTIVE: November

ISSUED BY



Larry Hicks

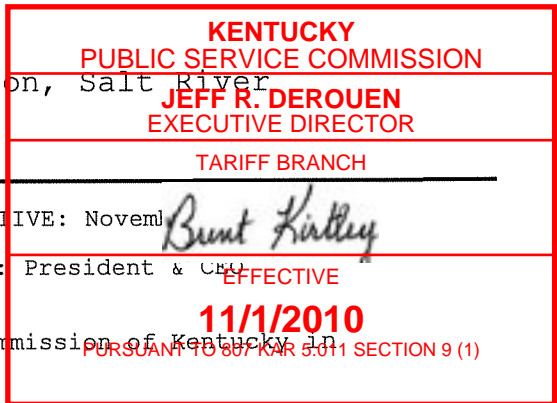
TITLE: President & CEO

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

EFFECTIVE

**11/1/2010**



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 95

Canceling P.S.C. No. 11

Original Sheet No. 142

CLASSIFICATION OF SERVICE

Electric 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 Salt River Electric'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.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and Salt River Electric 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 Salt River Electric for Level 1 Applications.

Salt River Electric requires each Member to submit with each Level 2 Application a non-refundable application, inspection and processing fee of up to \$100 for Level 2 Applications. In the event Salt River Electric 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. Salt River Electric 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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

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TARIFF BRANCH

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*Brent Kirtley*

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EFFECTIVE  
**11/1/2010**

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PURSUANT TO KRS 101.10-010 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 96

Canceling P.S.C. No. 11

Original Sheet No. 143

CLASSIFICATION OF SERVICE

To interconnect to Salt River Electric's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- 1) Salt River Electric 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 Salt River Electric'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 Salt River Electric's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Salt River Electric, 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) Salt River Electric's rules, regulations, and Service Regulations as contained in Salt River Electric's

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Burt Kirtley*

EFFECTIVE

**11/1/2010**

PURSUANT TO KRS 501.011 SECTION 9 (1)

DATE OF ISSUE: October 17, 2010

DATE EFFECTIVE: Novem

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 97

Canceling P.S.C. No. 11

Original Sheet No. 144

CLASSIFICATION OF SERVICE

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 Salt River Electric's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Salt River Electric 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 Salt River Electric's electric system. At all times when the generating facility is being operated in parallel with Salt River Electric'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 Salt River Electric to any of its other members or to any electric system interconnected with Salt River Electric's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Salt River Electric'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 Salt River Electric's electric system, including, but not

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

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TARIFF BRANCH

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*Brent Kirtley*

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EFFECTIVE  
**11/1/2010**

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PURSUANT TO KRS 101.11 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry [Name]

TITLE:

President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No. 2010- Dated:



SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 98  
Canceling P.S.C. No. 11  
Original Sheet No. 145

CLASSIFICATION OF SERVICE

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 Salt River Electric shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Salt River Electric.

7) After initial installation, Salt River Electric 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, Salt River Electric 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 Salt River Electric's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Salt River Electric'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 Salt River Electric personnel at all times. Salt River Electric may

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

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE  
**11/1/2010**

PURSUANT TO KENTUCKY STATUTE SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November 1, 2010

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE:

President & CEO

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 99

Canceling P.S.C. No. 11

Original Sheet No. 146

CLASSIFICATION OF SERVICE

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 Salt River Electric's safety and operating protocols.

9) Salt River Electric shall have the right and authority at Salt River Electric sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Salt River Electric believes that: (a) continued interconnection and parallel operation of the generating facility with Salt River Electric's electric system may create or contribute to a system emergency on either Salt River Electric'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 Salt River Electric's electric system; or (c) the generating facility interferes with the operation of Salt River Electric's electric system. In non-emergency situations, Salt River Electric 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 Salt River Electric is unable to immediately isolate or cause the Member to isolate only the generating facility, Salt River Electric may isolate the Member's entire facility.

10) The Member shall agree that, without the prior written permission from Salt River Electric, 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 New Service" which will be evaluated on the same basis as any other new application. Repair and replacement of

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**JEFF B. DEBOUEN**  
 EXECUTIVE DIRECTOR

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TARIFF BRANCH

*Brent Kirtley*  
 President & CEO

**11/1/2010**  
 PURSUANT TO KRS 207.5011 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novemb

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE:

President & CEO

Issued by authority of an order of the Public Service Commission  
Case No. 2010- Dated:

PURSUANT TO KRS 207.5011 SECTION 9 (1)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 100

Canceling P.S.C. No. 11

Original Sheet No. 147

CLASSIFICATION OF SERVICE

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 Salt River Electric 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 Salt River Electric except where such injury, death or damage was caused or contributed to by the fault or negligence of Salt River Electric or its employees, agents, representatives, or contractors.

The liability of Salt River Electric 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 Salt River Electric 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, Salt River Electric does not give any warranty, express or implied, as to

KENTUCKY  
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

*Burt Kirtley*

11/1/2010

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 101

Canceling P.S.C. No. 11

Original Sheet No. 148

CLASSIFICATION OF SERVICE

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 Salt River Electric 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, Salt River Electric 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, Salt River Electric 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 Salt River Electric at least sixty (60) days' written notice; (b) Salt River Electric 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. This Agreement shall be subject to the rate schedule, tariff, regulation, contract, or policy of Salt River Electric, so long as the notice specifies the basic rate schedule.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

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TARIFF BRANCH

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*Brent Kirtley*  
President & CEO

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**EFFECTIVE  
11/1/2010**

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PURSUANT TO KYR 5.011 SECTION 9 (1)

DATE OF ISSUE: October 14, 2010

DATE EFFECTIVE: November 1, 2010

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE:

President & CEO

Issued by authority of an order of the Public Service Commission, Case No. 2010-

Dated:

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 102

Canceling P.S.C. No. 11

Original Sheet No. 149

CLASSIFICATION OF SERVICE

and there is opportunity to cure the default; (d) Salt River Electric 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.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE

*Burt Kirtley*  
President & CEO

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No. 2010- Dated:

PURSUANT TO KRS 5.01 SECTION 9 (1)

FORM FOR FILING RATE SCHEDULES

FOR ENTIRE TERRITORY SERVED  
Community, Town or City

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No.

12

2<sup>nd</sup> Original Sheet No

103

Canceling P.S.C. No.

12

1st Original Sheet No.

103

**CLASSIFICATION OF SERVICE**

**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:

Salt River Electric, 111 W. Brashear Ave., Bardstown KY 40004

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

502.348.3931

www.srelectric.com

Member Name \_\_\_\_\_

Member Acct. # \_\_\_\_\_

Member Phone # \_\_\_\_\_

E-mail: \_\_\_\_\_

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

**TARIFF BRANCH**

*Brent Kirtley*

**EFFECTIVE**

**6/1/2015**

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

DATE OF ISSUE: May 1, 2015

DATE EFFECTIVE: Service rendered on and after June 1, 2015

ISSUED BY \_\_\_\_\_ /s/ Tim Sharp

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2008-00128 Dated: Augst20, 2008

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 104  
Canceling P.S.C. No. 11  
Original Sheet No. 151

CLASSIFICATION OF SERVICE

Battery Power Rating: \_\_\_\_\_

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: \_\_\_\_\_

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY \_\_\_\_\_

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO EFFECTIVE

*Brent Kirtley*

**11/1/2010**

Issued by authority of an order of the Public Service Commission of the State of Kentucky, Pursuant to Kentucky Revised Statutes Chapter 11 SECTION 9 (1)  
Case No. 2010- Dated:

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 105  
Canceling P.S.C. No. 11  
Original Sheet No. 152

CLASSIFICATION OF SERVICE

TERMS AND CONDITIONS:

- 1) Salt River Electric 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 Salt River Electric'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 Salt River Electric's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Salt River Electric, 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) Salt River Electric's rules, regulations, and Service Regulations as contained in Salt River Electric'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

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PUBLIC SERVICE COMMISSION**  
**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

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TARIFF BRANCH

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*Brent Kirtley*  
President & CEO

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**11/1/2010**  
KRS 190.100-1 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novem

ISSUED BY *Larry Hicks*  
Larry Hicks

TITLE: President & CEO



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 106

Canceling P.S.C. No. 11

Original Sheet No. 153

CLASSIFICATION OF SERVICE

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 Salt River Electric's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Salt River Electric 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 Salt River Electric's electric system. At all times when the generating facility is being operated in parallel with Salt River Electric'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 Salt River Electric to any of its other members or to any electric system interconnected with Salt River Electric's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Salt River Electric'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 Salt River Electric'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 Salt River Electric shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Salt River Electric.
- 7) After initial installation, Salt River Electric shall have

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PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

**EFFECTIVE  
11/1/2010**

PURSAK 1007 KAR 5.011 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY *Larry Hicks*  
Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission  
Case No. 2010- Dated:

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 107

Canceling P.S.C. No. 11

Original Sheet No. 154

CLASSIFICATION OF SERVICE

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, Salt River Electric 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 Salt River Electric's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Salt River Electric'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 Salt River Electric personnel at all times. Salt River Electric 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 Salt River Electric's safety and operating protocols.

- 9) Salt River Electric shall have the right and authority at Salt River Electric's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Salt River Electric believes that: (a) continued interconnection and parallel operation of the generating facility with Salt River Electric's electric system may create or contribute to a system emergency with Salt River Electric's or the

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**JEFF R. BERGHEIN**  
**EXECUTIVE DIRECTOR**

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TARIFF BRANCH

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*Brent Kirtley*

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EFFECTIVE  
**11/1/2010**

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PURSUANT TO KYRS 11 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novem

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE:

President & CEO

Issued by authority of an order of the Public Service Commission  
Case No. 2010-

Dated:

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 108

Canceling P.S.C. No. 11

Original Sheet No. 155

CLASSIFICATION OF SERVICE

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 Salt River Electric's electric system; or (c) the generating facility interferes with the operation of Salt River Electric's electric system. In non-emergency situations, Salt River Electric 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 Salt River Electric is unable to immediately isolate or cause the Member to isolate only the generating facility, Salt River Electric may isolate the Member's entire facility.

10) The Member shall agree that, without the prior written permission from Salt River Electric, 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 Salt River Electric 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 Salt River Electric except where such injury, death or damage was caused or contributed to

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR  
TARIFF BRANCH  
**11/1/2010**  
PUBLIC SERVICE COMMISSION KRS 101.011 SECTION 9 (1)

DATE OF ISSUE: October 14, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE: President & CEO

*[Signature]*  
Brent Kirtley

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 109

Canceling P.S.C. No. 11

Original Sheet No. 156

CLASSIFICATION OF SERVICE

by the fault or negligence of Salt River Electric or its employees, agents, representatives, or contractors.

The liability of Salt River Electric 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 Salt River Electric 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, Salt River Electric 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 Salt River Electric 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, Salt River Electric 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, Salt River Electric 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.

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

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

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*Brent Kirtley*

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EFFECTIVE  
**11/1/2010**

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P.S.C. No. 12, 11 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission, Case No. 2010- Dated: 11/1/2010

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 110  
Canceling P.S.C. No. 11  
Original Sheet No. 157

CLASSIFICATION OF SERVICE

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

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 Salt River Electric'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.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

RURAL BRANCH     **TARIFF BRANCH**

**EFFECTIVE**

**11/1/2010**

**SECTION 9 (1)**

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY *[Signature]*  
Larry Hicks

TITLE President & CEO

Issued by authority of an order of the Public Service Commission for the State of Kentucky  
Case No. 2010- \_\_\_\_\_ Dated: \_\_\_\_\_

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 111

Canceling P.S.C. No. 11

Original Sheet No. 158

CLASSIFICATION OF SERVICE

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 502.348.3931 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: October 11, 2010

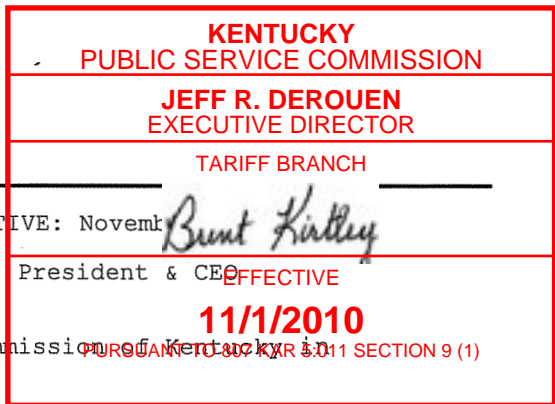
DATE EFFECTIVE: November

ISSUED BY Larry Hicks

TITLE: President & CEO

11/1/2010

Issued by authority of an order of the Public Service Commission of Kentucky, PURSuant to KYR 5.011 SECTION 9 (1)  
Case No. 2010- Dated:



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 112

Canceling P.S.C. No. 11

Original Sheet No. 159

CLASSIFICATION OF SERVICE

LEVEL 2

Application For Interconnection And Net Metering

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

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

Salt River Electric  
111 West Brashear Avenue  
Bardstown, KY 40004

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

502.348.3931

www.srelectric.com

Member Name \_\_\_\_\_ Account No. \_\_\_\_\_

Address: \_\_\_\_\_ KY \_\_\_\_\_

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

Phone: \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

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

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

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: Novemb

ISSUED BY Harry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No. 2010- Dated:

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

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

Brent Kirtley

EFFECTIVE  
**11/1/2010**

PURSUANT TO KRS 111.010 SECTION 9 (1)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 113

Canceling P.S.C. No. 11

Original Sheet No. 160

CLASSIFICATION OF SERVICE

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:

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.

**KENTUCKY**  
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**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Burt Kirtley*  
President & CEO

**11/1/2010**

P.S.C. No. 12  
SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE

President & CEO

Issued by authority of an order of the Public Service Commission  
Case No. 2010- Dated:

FOR SOLE KENTUCKY 5-01 SECTION 9 (1)



SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 114

Canceling P.S.C. No. 11

Original Sheet No. 160A

CLASSIFICATION OF SERVICE

8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X''d).

9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE:

*[Signature]*  
President & CEO

**11/1/2010**

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 115

Canceling P.S.C. No. 11

Original Sheet No. 160B

CLASSIFICATION OF SERVICE

**LEVEL 2**  
**INTERCONNECTION AGREEMENT**

**THIS INTERCONNECTION AGREEMENT** (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Salt River Electric Cooperative Corporation (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.

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

**11/1/2010**

PURSUANT TO KRS 190.111 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010  
ISSUED BY Larry Hicks

DATE EFFECTIVE: Novemb  
TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No. 2010- Dated:

Effective

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 116

Canceling P.S.C. No. 11

Original Sheet No. 160C

CLASSIFICATION OF SERVICE

TERMS AND CONDITIONS:

- 1) Salt River Electric 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 the Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Salt River Electric'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 Salt River Electric's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Salt River Electric, 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) Salt River Electric's rules, regulations, and Service Regulations as contained in Salt River Electric'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 revised from time to time. Where required by law, the Member shall pass an electrical

**KENTUCKY PUBLIC SERVICE COMMISSION**  
**JEFF R. DEROUEN**  
 EXECUTIVE DIRECTOR

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TARIFF BRANCH

---

Brent Kirtley  
 President & CEO

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**11/1/2010**

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PURSUANT TO KRS 101.11 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*[Signature]*  
Larry Hicks

TITLE:

President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No. 2010- Dated:

11/1/2010

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 117

Canceling P.S.C. No. 11

Original Sheet No. 160D

CLASSIFICATION OF SERVICE

inspection of the generating facility by a local authority having jurisdiction over the installation.

- 4) Any changes or additions to Salt River Electric's system required to accommodate the generating facility shall be considered excess facilities. The Member shall agree to pay Salt River Electric 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 Salt River Electric's electric system. At all times when the generating facility is being operated in parallel with Salt River Electric'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 Salt River Electric to any of its other members or to any electric system interconnected with Salt River Electric's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Salt River Electric'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 Salt River Electric'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 Salt River Electric shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Salt River Electric.

7) After initial installation, Salt River Electric shall have the right to inspect and/or witness commissioning as

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEBOUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

---

Brent Kirtley  
President & CEO

**EFFECTIVE  
11/1/2010**

PURSUANT TO 807 KAR 9.011 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY Larry Hicks

TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky  
Case No. 2010- Dated:

PURSUANT TO 807 KAR 9.011 SECTION 9 (1)

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 118

Canceling P.S.C. No. 11

Original Sheet No. 160E

CLASSIFICATION OF SERVICE

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, Salt River Electric 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 Salt River Electric's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Salt River Electric'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 Salt River Electric personnel at all times. Salt River Electric 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 Salt River Electric's safety and operating protocols.

9) Salt River Electric shall have the right and authority at Salt River Electric's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Salt River Electric believes that: (a) continued interconnection and parallel operation of the generating facility with Salt River Electric's electric system may create or contribute to a system emergency on either Salt River Electric's or the Member's electric system, or the generating facility is not

KENTUCKY  
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN  
EXECUTIVE DIRECTOR

TARIFF BRANCH

DATE OF ISSUE: October 1, 2010

DATE EFFECTIVE: Novem

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

*Burt Kirtley*

11/1/2010

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 119

Canceling P.S.C. No. 11

Original Sheet No. 160F

CLASSIFICATION OF SERVICE

in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Salt River Electric's electric system; or (c) the generating facility interferes with the operation of Salt River Electric's electric system. In non-emergency situations, Salt River Electric 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 Salt River Electric is unable to immediately isolate or cause the Member to isolate only the generating facility, Salt River Electric may isolate the Member's entire facility.

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

---

Brent Kirtley

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EFFECTIVE  
**11/1/2010**

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PURSuant to KRS 501.031 SECTION 9 (1)

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 120

Canceling P.S.C. No. 11

Original Sheet No. 160G

CLASSIFICATION OF SERVICE

The liability of Salt River Electric 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 Salt River Electric 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, Salt River Electric 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 Salt River Electric 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, Salt River Electric 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, Salt River Electric 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.

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

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**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

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TARIFF BRANCH

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*Brent Kirtley*  
President & CEO

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**11/1/2010**

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PURSUANT TO KRS 501.011 SECTION 9 (1)

DATE OF ISSUE: *October 11, 2010*

DATE EFFECTIVE: Novem

ISSUED BY *[Signature]*  
Harry Hicks

TITLE: President & CEO

SALT RIVER ELECTRIC  
Name of Issuing Corporation

P.S.C. No. 12  
1st Original Sheet No. 121  
Canceling P.S.C. No. 11  
Original Sheet No. 160H

CLASSIFICATION OF SERVICE

**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 Salt River Electric at least sixty (60) days' written notice; (b) Salt River Electric 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 Salt River Electric, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Salt River Electric may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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

**SALT RIVER ELECTRIC  
COOPERATIVE CORPORATION**

**MEMBER**

By: \_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
Title

By: \_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
Title

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
Title: **JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**  
TARIFF BRANCH  
*Brent Kirtley*  
EFFECTIVE  
**11/1/2010**  
PURSUANT TO KRS 101.130 SECTION 9 (1)

DATE OF ISSUE: *October 11, 2010*  
ISSUED BY: *[Signature]*  
*Larry Hicks*

DATE EFFECTIVE: *November*  
TITLE: *President & CEO*



SALT RIVER ELECTRIC

Name of Issuing Corporation

P.S.C. No. 12

1st Original Sheet No. 122

Canceling P.S.C. No. 11

Original Sheet No. 160

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CLASSIFICATION OF SERVICE

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

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

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

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

DATE OF ISSUE: October 11, 2010

DATE EFFECTIVE: November

ISSUED BY

*Larry Hicks*  
Larry Hicks

TITLE: President & CEO

*Burt Kirtley*

**11/1/2010**

Issued by authority of an order of the Public Service Commission of Kentucky in Case No. 2010- Dated: 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**

- 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.

DATE OF ISSUE:            March 31, 2023

DATE EFFECTIVE:        Service rendered on and after October 31, 2023

ISSUED BY:                /S/Tim Sharp  
President and Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

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EFFECTIVE  
**10/31/2023**

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

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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: /S/TIM SHARP  
President and Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

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**10/31/2023**

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.

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**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

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ISSUED BY:                /S/Tim Sharp  
President and Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

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EFFECTIVE  
**10/31/2023**

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

**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  
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- 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: /s/Tim Sharp  
President and Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**Linda C. Bridwell**  
Executive Director

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**10/31/2023**

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

DATE OF ISSUE:            March 31, 2023

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ISSUED BY:                /S/Tim Sharp  
President and Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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Linda C. Bridwell  
Executive Director

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**10/31/2023**

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

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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
- 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

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ISSUED BY: /s/Tim Sharp  
President and Chief Executive Officer

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

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

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EFFECTIVE  
**10/31/2023**

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

*Linda C. Bridwell*

**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.

DATE OF ISSUE:            March 31, 2023

DATE EFFECTIVE:        Service rendered on and after October 31, 2023

ISSUED BY:                \_\_\_\_\_  
   <OM CEO>,  
   President and Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

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**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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ISSUED BY: /s/Tim Sharp  
President and Chief Executive Officer

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

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**Linda C. Bridwell**  
Executive Director

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EFFECTIVE  
**10/31/2023**

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

**SCHEDULE PA – POLE ATTACHMENTS**

**ARTICLE I – OVERVIEW**

**APPLICABLE**

To all territory served.

**AVAILABLE**

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

**REGULATION**

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

**APPENDICES**

This Schedule includes the following appendices:

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

Issue Date: January 27, 2023  
Effective Date: December 28, 2022  
Approved by Order of the Kentucky Public Service  
Commission entered December 28, 2022, Case No. 2022-00106

Issued by: /s/ Tim Sharp  
Name/Title: President & CEO

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**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.

**SALT RIVER ELECTRIC**

**FOR ALL COUNTIES SERVED**

Issue Date: January 27, 2023  
Effective Date: December 28, 2022  
Approved by Order of the Kentucky Public Service  
Commission entered December 28, 2022, Case No. 2022-00106

Issued by: /s/ Tim Sharp  
Name/Title: President & CEO

~~P.S.C. No. 12, 2<sup>nd</sup> Revised Sheet No. 131~~

<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)

**Cancelling P.S.C. No. 12, 1<sup>st</sup> Original Sheet No.131**

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

Issued by: /s/ Tim Sharp  
Name/Title: President & 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)

**P.S.C. No. 12, 2<sup>nd</sup> Revised Sheet No. 132**  
**Cancelling P.S.C. No. 12, 1<sup>st</sup> Original Sheet No.132**

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

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Issued by: /s/ Tim Sharp  
 Name/Title: President & 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)

P.S.C. No. 12, 2<sup>nd</sup> Revised Sheet No. 133  
Cancelling P.S.C. No. 12, 1<sup>st</sup> Original Sheet No.133

- 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.

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**ARTICLE III – ATTACHMENTS TO POLES**

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

Issue Date: January 27, 2023  
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Commission entered December 28, 2022, Case No. 2022-00106

Issued by: /s/ Tim Sharp  
Name/Title: President & 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)

P.S.C. No. 12, 2<sup>nd</sup> Revised Sheet No. 134  
Cancelling P.S.C. No. 12, 1<sup>st</sup> Original Sheet No.134

- C. Cooperative reserves the right to amend APPENDIX B from time to time, in response to changing conditions in the local market, technological advances, business requirements, policy initiatives, or changes in federal, state, or local law. Any amendment to the APPENDIX B (“**Amendment**”) shall apply prospectively only, except to the extent required by federal, state, or local law. Existing, permitted Attachments that become non-compliant based upon an Amendment shall be grandfathered and exempted from the requirements of the Amendment unless otherwise specified or required by law, and only until such time as the Attachment is modified, moved, upgraded, repaired, replaced, or overlashed, at which point Licensee shall bring the Attachment into full compliance with the specifications of APPENDIX B then in effect.
- D. 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.
- E. 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.
- F. To further the goals of communication and cooperation with Licensee and Outside Parties, the Cooperative may conduct information meetings annually or more frequently as appropriate either online or in person. Licensee will make every effort to attend and participate.

**ARTICLE IV – ESTABLISHING ATTACHMENTS TO POLES**

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

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 Name/Title: President & CEO

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

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

**B. PROCEDURE**

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

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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

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these parties with advance notice of not less than five (5) business days of any field inspection and provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection.

3. Make-Ready Estimates

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

4. Make-ready

- i. Within seven (7) days (or sooner, if practical) of Cooperative’s receipt of payment for survey costs and the Make-ready Estimate, Cooperative will attempt to notify all known entities with existing attachments that could be affected by the Make-ready.
  - a. For Make-ready in the Communications Space, the notice will be written and:
    - i. State where and what Make-ready will be performed;
    - ii. State a date for completion of Make-ready (which date will be no more than thirty (30) days after the notification is sent in the case of Lesser Volume Orders, and no more than seventy-five (75) days 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

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consistent with the specified Make-ready before the date established for completion;

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

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

6. Deviations from Make-Ready Timeline

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

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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.

- i. An applicant shall be responsible for all surveys required as part of the OTMR process. An applicant shall use Cooperative or an Approved Contractor to conduct any survey pursuant to the OTMR process.

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

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- iii. An applicant/Licensee shall immediately notify Cooperative and any affected Outside Party if Make-ready damages the equipment of Cooperative or an Outside Party or causes an outage that is reasonably likely to interrupt the service of Cooperative or an Outside Party.
  - iv. If an applicant/Licensee or Cooperative determines that Make-ready classified as Simple Make-ready is in fact Complex Make-ready, then all Make-ready on the impacted Poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted Poles. All remaining Make-ready on the impacted Poles shall then be governed by section B, above, and Cooperative shall provide the notices and estimates required as soon as reasonably practicable.
5. Post Make-ready Timeline
- i. Licensee shall notify Cooperative and affected Outside Parties within fifteen (15) days after completion of Make-ready pursuant to the OTMR process.
  - ii. Licensee shall notify Cooperative within fifteen (15) days of completion of an Attachment to a particular Pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the Attachment. Cooperative shall have fourteen (14) days after completion of its inspection to notify Licensee of any damage or code violations caused by the Attachment. If Cooperative discovers damage or code violations caused by the Attachment, then Cooperative will inform Licensee and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill Licensee for the reasonable costs related to fixing the damage or code violations or require Licensee to fix the damage or code violations at its expense within fourteen (14) days following notice from Cooperative. Licensee shall also be responsible for reasonable engineering, survey and inspection costs incurred by Cooperative in connection with this activity. Nothing herein shall limit or impact Licensee’s obligations with respect to maintenance of Attachments beyond their initial attachment, 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

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certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative. The notice shall be provided to Cooperative not less than thirty (30) days prior to the proposed activity. Failure to provide advance notice as described herein will result in Unauthorized Attachments (as defined herein), which are subject to additional costs and other recourse available to Cooperative.

2. Following receipt of the notice described in the preceding subsection, Cooperative may determine the proposed overlashing will create a capacity, safety, reliability, or engineering issue; in such an event, Cooperative will provide specific documentation of the issue to the party seeking to overlash within the 30-day advance notice period. In such event, the party seeking to overlash must address any identified issues before proceeding, either by modifying its proposal or explaining why, in the party's view, a modification is unnecessary.
3. Any party that engages in overlashing is responsible for its own costs, equipment and personnel, and it shall ensure that it complies with applicable safety, reliability, and engineering practices. If damage to Cooperative property or other existing attachments results from overlashing, or if overlashing work causes safety or engineering standard violations, then the overlashing party shall be fully responsible at its expense for any necessary repairs.
4. An overlashing party shall notify Cooperative within fifteen (15) days of completion of the overlash on a particular pole. The notice shall provide Cooperative at least ninety (90) days from receipt in which to inspect the overlash. Cooperative shall have fourteen (14) days after completion of its inspection to notify the overlashing party of any damage or code violations caused by the overlash. If Cooperative discovers damage or code violations caused by the overlash on equipment belonging to Cooperative, then Cooperative will inform the overlashing party and provide adequate documentation of the damage or code violations. Cooperative may either complete any necessary remedial work and bill the overlashing party for the reasonable costs related to fixing the damage or code violations or require the overlashing party to fix the damage or code violations at its expense 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.

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**ARTICLE V – RIGHT OF WAY FOR LICENSEE’S ATTACHMENTS**

Cooperative does not warrant or assure to Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and Cooperative has no obligation to secure any right-of-way, easement, license, franchise, or permit required for the installation or maintenance of Licensee’s Attachments. If the Licensee shall at any time be prevented from placing or maintaining its Attachments on Cooperative’s Poles, no liability on account thereof shall attach to Cooperative. If requested by Cooperative, Licensee shall submit satisfactory evidence of its rights to place its attachments upon a property. Licensee shall indemnify, defend, and hold harmless Cooperative from any and all claims, damages, or other losses arising out of Licensee’s failure to obtain a necessary right-of-way, easement, license, franchise, or permit. If at any time after Licensee has attached its Attachment to Cooperative’s Poles, Cooperative is informed or has reason to believe that such Attachment is not authorized by any governmental authority or private property owner, then Licensee shall remove its Attachment from any of Cooperative’s Poles immediately after receiving notice from Cooperative of such circumstance and the Permit covering such Poles shall automatically terminate, provided, however, if Licensee is in the process of disputing such lack of authority, and has received permission to remain on the Pole pending the outcome of the dispute, Licensee may maintain its Attachment if it provides proof of the permission and indemnifies Cooperative with respect to any losses incurred related to the Attachment.

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

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

- A. Licensee shall, at all times and at its sole expense, make and maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair. Any guying or anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the Licensee and to the reasonable satisfaction of Cooperative.
- B. Licensee shall require all of its employees, agents, contractors, and subcontractors that install, transfer, remove, relocate, maintain or otherwise work on or near the Attachments to be appropriately qualified and trained to work on and in the vicinity of an electric distribution system, including but not limited to the Poles.
- C. CONTRACTORS (COMPLEX). Cooperative shall make available and keep up-to-date a list of contractors Cooperative has authorized to perform self-help surveys and Complex Make-ready. In accordance with the Pole Attachment Regulation, Licensee must use Cooperative or a contractor from Cooperative’s list to perform self-help work that is Complex or above the Communications Space. A Licensee may request (and Cooperative may not unreasonably deny) the addition to the list of any contractor that meets the following minimum qualifications:
  - i. The contractor has agreed to follow published safety and operational guidelines of Cooperative;
  - ii. The contractor has acknowledged that it knows how to read and follow licensed-engineered pole designs for Make-ready;
  - iii. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules;
  - iv. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by Cooperative, as made available; and
  - v. The contractor is adequately insured or has established an adequate performance bond for the Make-ready the contractor will perform, including work the contractor will perform on facilities owned by Outside Parties.

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

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- D. CONTRACTORS (SIMPLE). Cooperative may keep up-to-date a list of contractors the utility authorizes to perform surveys and Simple Make-ready. If Cooperative provides this list, then Licensee shall choose Cooperative or a contractor from the list to perform the relevant work. A Licensee may request the addition to the list of any contractor that meets the minimum qualifications in the preceding section.
  - i. If Cooperative does not provide a list of Approved Contractors for surveys or Simple Make-ready or no Approved Contractor is available within a reasonable time period, then the Licensee may choose its own qualified contractor. The applicant’s chosen contractor shall meet the minimum requirements delineated in the above section C, as certified by the applicant consistent with the Pole Attachment Regulation.
    - 1. Cooperative may disqualify any contractor chosen by an applicant that is not on the Cooperative’s list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor’s failure to meet any of the minimum qualifications established above or to meet Cooperative’s publicly available and commercially reasonable safety or reliability standards. Cooperative will provide notice of its objection to the contractor consistent with the Pole Attachment Regulation.
- E. Licensee shall require its agents, contractors and subcontractors to comply with the specifications required under this Schedule and the obligations of this 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.

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Name/Title: President & CEO

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

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**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**

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- C. LICENSEE-SPECIFIC INSPECTION. If the Cooperative has reasonable suspicion of a significant number of violations with respect to a particular Licensee, Cooperative may perform an inspection specific to Licensee’s Attachments. In the event such inspection finds a discrepancy rate higher than five percent (5%) (calculated as the number of Unauthorized or Non-Compliant Licensee Attachments ÷ total number of Licensee Attachments), Licensee shall reimburse Cooperative for all costs and expenses associated with the inspection. At least three (3) months prior to any such safety inspection, Cooperative shall provide notice of the safety inspection to the Licensee, which shall describe the scope of the inspection and provide Licensee with notice of the anticipated date of the inspection.
- D. CORRECTIONS. If any of Licensee’s Attachments fail to conform with the technical requirements and specifications of this Schedule, Licensee shall, upon notice by Cooperative, correct such nonconformance within thirty (30) days of notification of such nonconformance, provided however, that Cooperative may specify a shorter timeframe, with which Licensee shall comply, if in the exercise of Cooperative’s sole judgment and discretion, safety considerations require Licensee to take corrective action within such shorter period. Further, in the event the parties agree, such agreement not to be unreasonably withheld, that such nonconformance is of a nature that it cannot be reasonably corrected within thirty (30) days, the parties shall mutually agree on an additional time period in which Licensee shall complete the required corrections. Should Licensee fail to timely take all steps necessary to comply with this requirement, or if safety considerations so require, Cooperative may elect to do such work itself, and Licensee shall reimburse Cooperative for all actual costs and expenses incurred in connection therewith. Cooperative shall not be liable for any loss or damage to Licensee’s facilities which may result to any facilities or property, except to the extent of Cooperative’s gross negligence or misconduct. Failure by Cooperative to inspect Licensee’s conformance to the technical requirements and specifications listed in ARTICLE III or to take action on its own to bring such Attachments into compliance shall not cause Cooperative to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder. In all circumstances, all of the parties on a Pole shall work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee, including removal and replacement of a Pole and all Transfers or other work incident thereto. Licensee shall ensure that its employees, agents, or contractors, which Licensee causes to work on or around Poles, will be notified of pending, unresolved issues requiring corrective actions, prior to activities on such poles, and Licensee shall not allow unqualified or improperly equipped personnel to work on poles. If causation cannot be established, the cost to correct the violation will be split equally among all parties on the Pole.

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

**ARTICLE VIII – DIVISION OF COSTS**

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

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B. DIVISION OF COSTS FOR VIOLATIONS

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

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

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**ARTICLE IX – UNAUTHORIZED ATTACHMENTS**

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

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

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

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**ARTICLE XI – ADJUSTMENT PAYMENTS**

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

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

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

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

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

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**ARTICLE XIV - PAYMENT OF TAXES**

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

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

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

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**ARTICLE XVI - REMEDIES**

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

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**ARTICLE XVII - REPRESENTATIONS AND WARRANTIES**

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

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

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

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

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

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Commission entered December 28, 2022, Case No. 2022-00106

Issued by: /s/ Tim Sharp  
Name/Title: President & CEO

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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**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).**

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**ARTICLE XIX – CONSTRUCTION**

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

**ARTICLE XX – ASSIGNMENT OF RIGHTS**

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

**ARTICLE XXI – INSURANCE**

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

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Kentucky law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Cooperative. Licensee shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

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

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

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

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

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

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insurance during the term of this Schedule. Cooperative, its board members, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by Cooperative. Licensee shall defend, indemnify and hold harmless Cooperative and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Licensee shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to Cooperative upon request.

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

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

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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**SALT RIVER ELECTRIC**

**FOR ALL COUNTIES SERVED**

**P.S.C. No. 12, Original Sheet No. 164  
Cancelling P.S.C. No. \_\_, \_ Sheet No. \_\_**

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

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

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

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

**SECTION 3 - OTMR Contractor Information**

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

**Existing Attacher Information**

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

Attacher	Point of Contact	Phone or Email

**OTMR Transfer Work Information**

Field Supervisor	Additional Comments:
Title	
Phone	
Email	
Estimated Crew Size	

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

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

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**APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS**

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

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

B. Clearances

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

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

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

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

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

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

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

C. Anchors and Guys

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on Cooperative's poles by Licensee's Attachments. Anchors must be guyed adequately.

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.

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- 3. Licensee may not attach guy wires to the anchors of Cooperative or third-party user without the anchor Cooperative's specific prior written consent.
- 4. No Attachment may be installed on a Cooperative pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Cooperative poles until all required guys and anchors are installed.
- 5. Licensee's down guys, if needed, shall be bonded, to the vertical ground wires of Cooperative's pole, in accordance with applicable NESC rules. If there is no vertical ground present at the pole, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.

D. Certification of Licensee's Design

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

E. Miscellaneous Requirements

- 1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Cooperative.
- 2. Cable Bonding: Licensee's conductive messenger cables shall be bonded at every pole with a vertical ground. If no ground exists on a pole to be bonded, Licensee shall notify Cooperative and a ground will be added to pole at Cooperative's expense for Licensee to bond to.
- 3. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
- 4. Communication Cables: All communications cables/wires not owned by Cooperative shall be attached within the communications space that is located below the Communication Worker Safety Zone.
- 5. Riser Installations: All Licensee's riser installations shall be in Cooperative-approved conduit materials. Ground wires may be attached directly to pole.

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6. Tagging: On every pole to which the Licensee is attached, Licensee’s facilities shall be identified with a band-type communications cable tag or other identification acceptable to Cooperative within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Licensee name and emergency contact number. Licensee shall be responsible for periodically inspecting its Attachments to ensure that they are tagged with permanent identification markers. Should Cooperative encounter any Attachments without required permanent identification markers, Cooperative shall notify Licensee of such Attachments and Licensee shall install permanent identification markers within thirty (30) days. In the event Attachments are not tagged in accordance herewith, Cooperative reserves the right to charge all Licensee for all costs and expenses incurred by Cooperative to identify the untagged Attachments.

7. Mid-Span Taps: All mid-span communication taps, other than service drops, are subject to the same installation and maintenance requirements as an Attachment under this Tariff. Additionally, any newly proposed mid-span taps must receive prior approval under Article IV of this Tariff.

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

**BILL OF SALE**

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

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

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

Additional locations on attached

This sale is subject to the following terms and conditions:

1. Buyer is purchasing the equipment described above in reliance upon its personal inspection and in an “as is” and “where is” condition, with all faults.
2. Seller makes no warranties, express or implied, of any kind or nature except that (a) Buyer will acquire by the terms of this bill of sale good title to the equipment (b) Seller has the right to sell the equipment. Without limiting the generality of the foregoing, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TELECOMMUNICATIONS FACILITIES.
3. BUYER UNDERSTANDS THAT THE SELLER’S FACILITIES MAY CONTAIN PRESERVATIVES OR OTHER HAZARDOUS MATERIALS. BUYER REPRESENTS AND WARRANTS THAT IT WILL HANDLE AND TREAT SUCH FACILITIES, INCLUDING

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BUT NOT LIMITED TO, THE FACILITIES CONTAINING LEAD, IN COMPLIANCE WITH ALL ENVIRONMENTAL LAWS, INCLUDING, BUT NOT LIMITED TO, PROCURING ALL REQUIRED PERMITS AND CERTIFICATES.

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

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

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

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

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

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SALT RIVER ELECTRIC

FOR ALL COUNTIES SERVED

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**APPENDIX D – PERFORMANCE BONDS**

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

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**APPENDIX E – FEES AND CHARGES**

Licensee shall pay to Cooperative the fees and charges and shall comply with the terms and conditions specified in the Schedule. Unless otherwise expressly provided, Licensee shall pay any invoice it receives from Cooperative pursuant to this Schedule within Fifteen (15) calendar days after Licensee is presented with the invoice. Any balance that remains unpaid after its due date shall bear interest at the rate of one and a half percent (1.5%) per month until paid, or if one and a half percent (1.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law.

The estimated cost of a survey conducted by Cooperative under this Schedule, on a per-pole basis, is \$20.23. Actual survey costs may differ from this estimate and will be the responsibility of the Licensee, consistent with the terms of this Schedule.

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

<b>RENTAL CHARGE</b>		
Two-party pole attachment	\$0.84	Per pole per month
Three-party pole attachment	\$0.49	Per pole per month
Two-party pole attachment using grounds	\$0.87	Per pole per month
Three-party pole attachments using grounds	\$0.51	Per pole per month
Two-party anchor attachment	\$0.93	Per anchor per month
Three-party anchor attachment	\$0.61	Per anchor per month
Pedestal attachment	\$0.43	Per pedestal per month

Issue Date: January 27, 2023  
Effective Date: December 28, 2022  
Approved by Order of the Kentucky Public Service  
Commission entered December 28, 2022, Case No. 2022-00106

Issued by: /s/ Tim Sharp  
Name/Title: President & 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)

**P.S.C. No. 12, Original Sheet No. 172**  
**Canceling P.S.C. No. \_\_, First Revised Sheet No. \_\_**

**RIDER AMO**

**ADVANCED METERING SYSTEM OPT-OUT - RESIDENTIAL**

N

**APPLICABILITY**

Applicable to residential customers served under Rate Schedule A-5 (Farm and Home Service) and Schedule A-5T (Farm and Home Service – Taxable) who request an electric meter that does not utilize radio frequency communications to transmit data provided that such a meter is available for use by the Company. At the Company’s option, meters to be read manually may be either an advanced meter with the radio frequency communication capability disabled or other non-communicating meter. The meter manufacturer and model chosen to service the customer’s premise are at the discretion of the Company and are subject to change at the Company’s option, at any time. Rider AMO is optional and is available subject to the Terms and Conditions below.

**DEFINITIONS**

“Advanced meter” means any electric meter that meets the pertinent engineering standards using digital technology and is capable of providing two-way communications with the electric utility to provide usage and/or other technical data.

**CHARGES**

Residential customers who elect, at any time, to opt-out of the Company’s advanced metering infrastructure (AMI) system shall pay a one-time fee of \$44.00 and a recurring monthly fee of \$30.00.

**TERMS AND CONDITIONS**

To request a meter exchange, a Member must submit to Salt River Electric a completed and signed AMS Opt-Out Enrollment Form obtained from Salt River Electric. Members accepted into the AMS Opt-Out Tariff will be assessed the above fees in addition to all other rates and charges that are applicable to the Member's account pursuant to Salt River Electric's tariff.

A Member desiring the reinstallation of a communicating meter must submit to Salt River Electric a completed Communicating Meter Acceptance Form obtained from Salt River Electric. Upon Salt River Electric’s receipt of the Communicating Meter Acceptance form the Members meter will be promptly replaced with a communicating meter and no further charges associated with this tariff will be incurred by the customer.

Salt River Electric reserves the right to refuse to provide, or continue to provide, service pursuant to the AMS Opt-Out Tariff when any of the following circumstances exist:

- A. If the Member has a history of meter tampering or current diversion at the current or any prior location
- B. If the Member has poor credit history
- C. If the Member denies Salt River Electric reasonable access to the meter
- D. If the service connection creates a danger to the Member, the public, or a Salt River Electric employee
- E. If the Member has previously signed a Communicating Meter Acceptance Form.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Kentucky Public Service Commission, and to Company’s Service Regulations currently in effect, as filed with the Kentucky Public Service Commission, as provided by law.

DATE OF ISSUE: March 17, 2023  
DATE EFFECTIVE: Service rendered on and after  
March 7, 2023  
ISSUED BY/s/ Tim Sharp  
TITLE: President & CEO

Issued by authority of an Order of the  
Public Service Commission of Kentucky in  
Case No. 2022-00357 Dated March 7, 2023.

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

<b>EFFECTIVE 3/7/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Rate EM - Earnings Mechanism - Member Tariff**

N

**Applicability**

In the service territory of Salt River Electric.

**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 Salt River Electric a schedule showing the allocation of the excess margin for the most recent calendar year by EKPC rate class. Salt River Electric 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.

DATE OF ISSUE: September 19, 2023  
DATE EFFECTIVE: Service rendered on and after  
September 1, 2023

ISSUED BY/s/ Tim Sharp  
TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky  
in Case No. 2023-00135 Dated: September 12, 2023

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

*Linda C. Bridwell*

Calculation of Bill Credit. Salt River Electric will calculate the bill credit applicable to its retail members in the following manner:

N

- a. Salt River Electric will determine which of its retail rate schedules correspond with the EKPC wholesale rate classes. Using the same calendar year as EKPC, Salt River Electric will determine the total revenues for the set of its rate schedules that correspond with each EKPC rate class.
- b. Salt River Electric will determine the percentage of the total revenues for each of its rate schedules that correspond with the applicable EKPC rate class.
- c. Salt River Electric 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. Salt River Electric 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 Salt River Electric 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, Salt River Electric will apply the Bill Credit Percentage to residential retail members by customer count. Salt River Electric 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. Salt River Electric will return the excess margins only to current retail members at the time the bill credit is given.
- f. Salt River Electric 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, Salt River Electric will amortize the bill credit over the same time period EKPC uses to return the excess margins to Salt River Electric.

DATE OF ISSUE: September 19, 2023  
DATE EFFECTIVE: Service rendered on and after  
September 1, 2023

ISSUED BY /s/ Tim Sharp  
TITLE: President & CEO

Issued by authority of an order of the Public Service Commission of Kentucky  
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)

**DSM Pilot**  
**Residential Electric Vehicle Off-Peak Charging Program**

N

**Applicability**

In all territories of Salt River Electric

**Availability**

The Residential EV Off-Peak Charging Program is available to end-use retail members (“retail member”) in the service territory of Salt River Electric 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. Salt River Electric reserves the right to restrict the number of retail members in the pilot.

**Purpose**

The Residential Electric Vehicle (“EV”) Off-Peak Charging Program will encourage the reduction of growth in peak demand resulting from the adoption of EVs, allow Salt River Electric 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 Salt River Electric and be on their Farm and Home Service A-5 residential rate. The retail member must utilize level 2 EVSE. Eligibility may be denied when the EV or the EVSE is not compatible with or does not function properly with the energy software platform utilized for this program.

The retail member may either own or rent the residence where the qualifying EVSE or EV will be charging.

The retail member is responsible for obtaining the permission of the owner of the rented residence to participate in the Residential Electric Vehicle Off-Peak Charging Program.


**Program Incentives**

Salt River Electric 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 Salt River Electric.

**DATE OF ISSUE:** October 24, 2023  
**DATE EFFECTIVE:** Service rendered on and after December 1, 2023  
**ISSUED BY:** /s/ Tim Sharp  
President and CEO

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



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



N

**Terms and Conditions**

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

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**DATE OF ISSUE:** October 24, 2023  
**DATE EFFECTIVE:** Service rendered on and after December 1, 2023  
**ISSUED BY:** /ss/ Tim Sharp  
President and CEO

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