

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC

ATTORNEYS AT LAW

March 26, 2009

RECEIVED

APR 01 2009

PUBLIC SERVICE  
COMMISSION

**Via Federal Express**

Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Boulevard, P.O. Box 615  
Frankfort, Kentucky 40602-0615

Re: Kenergy Corp.

Dear Mr. Derouen:

Enclosed for filing on behalf of Kenergy Corp. ("Kenergy") are an original and four copies of Kenergy's revised Schedule 46 - Net Metering Tariff, Sheet Nos. 46-46Z. Kenergy is filing this tariff pursuant to the Public Service Commission's January 8, 2009, Order in *In the Matter of: Development of Guidelines for Interconnection and Net Metering for Certain Generators with Capacity up to Thirty Kilowatts*, Administrative Case No. 2008-00169. The effective date for the tariff is April 30, 2009. Please call if you have any questions.

Sincerely,



Tyson Kamuf

TAK/ej  
Enclosures

cc: Sanford Novick  
Steve Thompson

Telephone (270) 926-4000  
Telecopier (270) 683-6694

100 St. Ann Building  
PO Box 727  
Owensboro, Kentucky  
42302-0727



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

First Revised SHEET NO. 46

CANCELLING PSC NO. 1

Original SHEET NO. 46

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering

T APPLICABLE

In all territory served.

AVAILABILITY OF SERVICE

Net Metering is available to eligible customer-generators in Kenergy's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of Kenergy's single hour peak load in Kentucky during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of Kenergy's single hour peak load during the previous year, upon Commission approval, Kenergy's obligation to offer net metering to a new customer-generator may be limited. An eligible customer-generator shall mean a retail electric customer of Kenergy 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 thirty (30) kilowatts;
(3) Is located on the customer's premises;
(4) Is owned and operated by the customer;
(5) Is connected in parallel with Kenergy's electric distribution system; and
(6) Has the primary purpose of supplying all or part of the customer's own electricity requirements.

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

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

First Revised SHEET NO. 46A

CANCELLING PSC NO. 1

Original SHEET NO. 46A

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering

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

METERING

Kenergy shall provide net metering services, without any cost to the Customer 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 Customer of his or her responsibility to pay metering costs embedded in the Kenergy's Commission-approved base rates.

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

BILLING

- A. The amount of electricity billed to the customer shall be calculated by taking the difference between the electricity supplied by Kenergy to the Customer and the electricity generated and fed back by the Customer. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the Customer shall be net-metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day or time-of-use billing agreement with the Customer then currently in place.
B. If the electricity supplied by Kenergy exceeds the electricity generated and fed back to Kenergy during the billing period, the Customer shall be billed for the net electricity supplied. If the electricity fed back to Kenergy by the Customer exceeds the electricity supplied by Kenergy during a billing period, the Customer shall be credited for the excess kilowatt-hours, and this electricity credit shall appear on the Customer's next bill. Credits shall carry forward for the life of the customer-generator's account.
C. The energy rates, rate structure, and monthly charges shall be identical to those in the contract or tariff to which the Customer would be assigned if the Customer were not receiving service under this tariff.

DATE OF ISSUE April 1, 2009

Month / Date / Year

DATE EFFECTIVE April 30, 2009

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

First Revised SHEET NO. 46B

CANCELLING PSC NO. 1

Original SHEET NO. 46B

<b>CLASSIFICATION OF SERVICE</b>
Schedule 46 – Net Metering

- T D. Excess electricity credits are not transferable between customers or locations.
- E. No cash refund for residual generation-related credits shall be paid if an account under this tariff is closed.

APPLICATION AND APPROVAL PROCESS

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

Applications will be submitted by the Customer and reviewed and processed by Kenergy according to either Level 1 or Level 2 processes defined below.

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

Customers may contact Kenergy to check on status of an Application or with questions prior to submitting an Application. Kenergy contact information can be found on the Application form. The Application may be submitted by mail to, or in person at, the address found on the Application form.

**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).

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

DATE OF ISSUE April 1, 2009  
Month / Date / Year

DATE EFFECTIVE April 30, 2009  
Month / Date / Year

ISSUED BY *Stanford Merick*  
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

First Revised SHEET NO. 46C

CANCELLING PSC NO. 1

Original SHEET NO. 46C

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering

T

- (1) For interconnection to a radial distribution circuit... (2) If the proposed generating facility is to be interconnected on a single-phase shared secondary... (3) If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral... (4) If the generating facility is to be connected to three-phase, three wire primary utility distribution lines... (5) If the generating facility is to be connected to three-phase, four wire primary utility distribution lines... (6) The interconnection will not be on an area or spot network... (7) Kenergy does not identify any violations of any applicable provisions of Institute of Electrical and Electronics Engineers Standard 1547 (IEEE 1547), "Standard for Interconnecting Distributed Resources with Electric Power Systems."

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

First Revised SHEET NO. 46D

CANCELLING PSC NO. 1

Original SHEET NO. 46D

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering

(8) No construction of facilities by Kenergy 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, Kenergy, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Kenergy determines that the generating facility can be safely and reliably connected to Kenergy's system; or 2) deny the Application as submitted under the Level 1 Application.

Kenergy shall notify the customer within 20 business days whether the Application is approved or denied, based on the criteria provided in this section.

If the Application lacks complete information, Kenergy shall notify the Customer 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, Kenergy will indicate by signing the approval line on the Level 1 Application Form and returning it to the Customer. The approval will be subject to successful completion of an initial installation inspection and witness test. The Customer shall notify Kenergy within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Kenergy to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Kenergy and the Customer. The Customer may not operate the generating facility until successful completion of such inspection and witness test, unless Kenergy expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to noncompliance with any provision in the Application and Kenergy approval, the Customer shall not operate the generating facility until any and all noncompliance is corrected and re-inspected by Kenergy.

If the Application is denied, Kenergy will supply the Customer with reasons for denial. The Customer may resubmit under Level 2 if appropriate.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY Sanford M. ...
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

First Revised SHEET NO. 46E

CANCELLING PSC NO. 1

Original SHEET NO. 46E

**CLASSIFICATION OF SERVICE**

Schedule 46 – Net Metering

**T LEVEL 2**

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

- (1) The generating facility is not inverter based;
- (2) The generating facility uses equipment that is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741; or
- (3) The generating facility does not meet one or more of the additional conditions under Level 1.

Kenergy will approve the Level 2 Application if the generating facility meets Kenergy's technical interconnection requirements, which are based on IEEE 1547. Kenergy shall make its technical interconnection requirements available online and upon request.

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

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

DATE OF ISSUE April 1, 2009  
Month / Date / Year

DATE EFFECTIVE April 30, 2009  
Month / Date / Year

ISSUED BY Stanford Meick  
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

First Revised SHEET NO. 46F

CANCELLING PSC NO. 1

Original SHEET NO. 46F

CLASSIFICATION OF SERVICE

Schedule 46 – Net Metering

T ↓

If the Application lacks complete information, Kenergy shall notify the Customer 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 Kenergy'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 Customer may not operate the generating facility until an Interconnection Agreement is signed by the Customer and Kenergy 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 are charged for Level 1 Applications.

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

TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to Kenergy's distribution system, the Customer's generating facility shall comply with the following terms and conditions:

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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





Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46G

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

- 1. Kenergy shall provide the Customer net metering services...
2. The Customer shall install, operate, and maintain, at Customer's sole cost and expense...
3. The generating facility shall comply with...
4. Any changes or additions to Kenergy's system required to accommodate the generating facility...

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY Sanford Morris
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46H

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

- 5. Customer 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 Kenergy's electric system.
6. Customer shall be responsible for protecting, at Customer's sole cost and expense, the generating facility from any condition or disturbance on Kenergy'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 Kenergy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Kenergy.
7. After initial installation, Kenergy 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 Customer, Kenergy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
8. For Level 1 and 2 generating facilities, where required by Kenergy, an eligible Customer shall furnish and install on Customer's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer's energy generating equipment from Kenergy's electric service under the full rated conditions of the Customer's generating facility. The external disconnect switch (EDS) shall be located adjacent to Kenergy'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

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46I

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

the meter, the Customer 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 Kenergy personnel at all times. Kenergy 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 Kenergy's safety and operating protocols.

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

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

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46J

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

11. To the extent permitted by law, the Customer shall protect, indemnify, and hold harmless Kenergy 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 Customer or the Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Customer's generating facility or any related equipment or any facilities owned by Kenergy except where such injury, death or damage was caused or contributed to by the fault or negligence of Kenergy or its employees, agents, representatives, or contractors.

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

12. The Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. Customer shall, upon request, provide Kenergy 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, Kenergy 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 Customer's generating facility is transferable to other persons or service locations only after notification to Kenergy 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, customer, or location, Kenergy will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, Kenergy will notify the Customer in writing and list what must be done to place the facility in compliance.

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

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46K

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

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 UL 1741.

Submit this Application to: Kenergy Corp., P. O. Box 18, Henderson, KY 42419-0018

If you have questions regarding this Application or its status, contact Kenergy at: (270)826-3991

Customer Name: Account Number:

Customer Address:

Customer Phone No.: Customer E-Mail Address:

Project Contact Person:

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

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

Energy Source: Solar Wind Hydro Biogas Biomass

Inverter Manufacturer and Model #:

Inverter Power Rating: Inverter Voltage Rating:

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

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

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 Kenergy's meter, energy source, Kenergy accessible disconnect switch, and inverter.

Attach single line drawing showing all electrical equipment from Kenergy'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:

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY Sanford Wick
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46L

CANCELLING PSC NO. 1

SHEET NO.

<b>CLASSIFICATION OF SERVICE</b>
Schedule 46 - Net Metering Tariff

**TERMS AND CONDITIONS:**

1. Kenergy shall provide Customer 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 Customer requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Customer's expense.
2. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by Kenergy'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 Kenergy's electric system. Customer shall bear full responsibility for the installation, maintenance, and safe operation of the generating facility. Upon reasonable request from Kenergy, the Customer shall demonstrate generating facility compliance.
3. The generating facility shall comply with, and the Customer shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by the Institute of Electrical and Electronics Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL); (b) the National Electrical Code (NEC) as may be revised from time to time; (c) Kenergy's rules, regulations, and Kenergy's Service Regulations as contained in Kenergy's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Customer shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.

DATE OF ISSUE April 1, 2009  
Month / Date / Year

DATE EFFECTIVE April 30, 2009  
Month / Date / Year

ISSUED BY *Sanford Wick*  
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2008-00169 DATED January 8, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46M

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

- 4. Any changes or additions to Kenergy's system required to accommodate the generating facility shall be considered excess facilities. Customer shall agree to pay Kenergy for actual costs incurred for all such excess facilities prior to construction.
5. Customer 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 Kenergy's electric system. At all times when the generating facility is being operated in parallel with Kenergy's electric system, Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Kenergy to any of its other customers or to any electric system interconnected with Kenergy's electric system. Customer shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Kenergy's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.
6. Customer shall be responsible for protecting, at Customer's sole cost and expense, the generating facility from any condition or disturbance on Kenergy'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 Kenergy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Kenergy.
7. After initial installation, Kenergy 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 Customer, Kenergy 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.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46N

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

8. For Level 1 generating facilities, where required by Kenergy, an eligible Customer shall furnish and install on Customer's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer's energy generating equipment from Kenergy's electric service under the full rated conditions of the Customer's generating facility.

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

9. Kenergy shall have the right and authority at Kenergy's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Kenergy believes that: (a) continued interconnection and parallel operation of the generating facility with Kenergy's electric system creates or contributes (or may create or contribute) to a system emergency on either Kenergy's or Customer'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 Kenergy's electric system; or (c) the generating facility interferes with the operation of Kenergy's electric system.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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





Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 460

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

10. Customer shall agree that, without the prior written permission from Kenergy, 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 Customer shall protect, indemnify, and hold harmless Kenergy 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 Customer or the Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining or operating the Customer's generating facility or any related equipment or any facilities owned by Kenergy except where such injury, death or damage was caused or contributed to by the fault or negligence of Kenergy or its employees, agents, representatives, or contractors.

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

12. The Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for Level 1 generating facilities. Customer shall, upon request, provide Kenergy 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, Kenergy 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.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46P

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

- 14. A Customer's generating facility is transferable to other persons or service locations only after notification to Kenergy 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, customer, or location, Kenergy will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, Kenergy will notify the Customer in writing and list what must be done to place the facility in compliance.
15. The Customer 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) Customer may terminate this Agreement at any time by giving Kenergy at least sixty (60) days' written notice; (b) Kenergy may terminate upon failure by the Customer 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 Kenergy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Kenergy may terminate by giving the Customer at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY Sanford Birch
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46Q

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE
Schedule 46 - Net Metering Tariff

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 Kenergy's Net Metering Tariff.

Customer Signature Date

Title

KENERGY APPROVAL SECTION

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

Kenergy inspection and witness test: [ ] Required [ ] Waived

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

Call to schedule an inspection and witness test.

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

If Kenergy 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 April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46R

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

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 requirements under Level 1.

Submit this Application along with an application fee of \$100 to: Kenergy Corp., P. O. Box 18, Henderson, KY 42419-0018

If you have questions regarding this Application or its status, contact Kenergy at: (270)826-3991

Customer Name: Account Number:

Customer Address:

Project Contact Person:

Phone No.: Email Address (Optional):

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

Blank lines for contractor information

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:

DATE OF ISSUE April 1, 2009

Month / Date / Year

DATE EFFECTIVE April 30, 2009

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46S

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

- 1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with Kenergy'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 UL 1741.
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.

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

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY Sanford Murch
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00169 DATED January 8, 2009



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46T

CANCELLING PSC NO. 1

SHEET NO.

<b>CLASSIFICATION OF SERVICE</b>
Schedule 46 - Net Metering Tariff

**LEVEL 2 INTERCONNECTION AGREEMENT**

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

**WITNESSETH:**

WHEREAS, Customer is installing, or has installed, generating equipment, controls, and protective relays and equipment (Generating Facility) used to interconnect and operate in parallel with Kenergy'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, Customer and Kenergy agree as follows:

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

**Terms and Conditions:**

To interconnect to Kenergy's distribution system, the Customer's generating facility shall comply with the following terms and conditions:

1. Kenergy shall provide Customer 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 Customer requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Customer's expense.

DATE OF ISSUE April 1, 2009  
Month / Date / Year

DATE EFFECTIVE April 30, 2009  
Month / Date / Year

ISSUED BY *Stanford Morick*  
(Signature of Officer)

TITLE President and CEO



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46U

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

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

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46V

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

- 6. Customer shall be responsible for protecting, at Customer's sole cost and expense, the generating facility from any condition or disturbance on Kenergy'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 Kenergy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Kenergy.
7. After initial installation, Kenergy 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 Customer, Kenergy 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 2 generating facilities, where required by Kenergy, an eligible Customer shall furnish and install on Customer's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer's energy generating equipment from Kenergy's electric service under the full rated conditions of the Customer's generating facility. The external disconnect switch (EDS) shall be located adjacent to Kenergy'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 Customer shall be responsible for ensuring 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 Kenergy personnel at all times. Kenergy 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 Kenergy's safety and operating protocols.

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

DATE OF ISSUE April 1, 2009

Month / Date / Year

DATE EFFECTIVE April 30, 2009

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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





Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46W

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

- 9. Kenergy shall have the right and authority at Kenergy's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the generating facility if Kenergy believes that: (a) continued interconnection and parallel operation of the generating facility with Kenergy's electric system creates or contributes (or may create or contribute) to a system emergency on either Kenergy's or Customer'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 Kenergy's electric system; or (c) the generating facility interferes with the operation of Kenergy's electric system. In non-emergency situations, Kenergy shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where Kenergy is unable to immediately isolate or cause the Customer to isolate only the generating facility, Kenergy may isolate the Customer's entire facility.
10. Customer shall agree that, without the prior written permission from Kenergy, 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 not resulting in increases in generating facility capacity is allowed without approval.
11. To the extent permitted by law, the Customer shall protect, indemnify, and hold harmless Kenergy 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 Customer or the Customer's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Customer's generating facility or any related equipment or any facilities owned by Kenergy except where such injury, death or damage was caused or contributed to by the fault or negligence of Kenergy or its employees, agents, representatives, or contractors.

The liability of Kenergy to the Customer for injury to person and property shall be governed by the tariff(s) for the class of service' under which the Customer is taking service.

DATE OF ISSUE April 1, 2009

Month / Date / Year

DATE EFFECTIVE April 30, 2009

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46X

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

- 12. The Customer shall maintain general liability insurance coverage...
13. By entering into an Interconnection Agreement...
14. A Customer's generating facility is transferable...
15. The Customer shall retain any and all Renewable Energy Credits (RECs)...

DATE OF ISSUE April 1, 2009

Month / Date / Year

DATE EFFECTIVE April 30, 2009

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46Y

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

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) Customer may terminate this Agreement at any time by giving Kenergy at least sixty (60) days' written notice; (b) Kenergy may terminate upon failure by the Customer 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 Kenergy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Kenergy may terminate by giving the Customer 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.

KENERGY CORP.

CUSTOMER

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

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

Printed Name

Printed Name

Title:

Title:

DATE OF ISSUE April 1, 2009
Month / Date / Year

DATE EFFECTIVE April 30, 2009
Month / Date / Year

ISSUED BY [Signature]
(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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



Henderson, Kentucky

FOR ALL TERRITORY SERVED

Community, Town or City

PSC NO. 2

Original SHEET NO. 46Z

CANCELLING PSC NO. 1

SHEET NO.

CLASSIFICATION OF SERVICE

Schedule 46 - Net Metering Tariff

Exhibit A

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

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

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

DATE OF ISSUE April 1, 2009

Month / Date / Year

DATE EFFECTIVE April 30, 2009

Month / Date / Year

ISSUED BY [Signature]

(Signature of Officer)

TITLE President and CEO

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

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