

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

AN APPLICATION OF EAST KENTUCKY POWER )	
COOPERATIVE, INC. FOR APPROVAL OF THE )	
AUTHORITY TO ISSUE UP TO \$1,000,000,000 OF )	
SECURED OR UNSECURED PRIVATE PLACEMENT )	Case No.
OR BANK/FINANCIAL INSTITUTION DEBT )	2025-00321
OBLIGATIONS, FOR THE EXECUTION OF CERTAIN )	
PRECEDENT AGREEMENTS AND FOR THE USE OF )	
INTEREST RATE MANAGEMENT INSTRUMENTS )	

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**VERIFIED APPLICATION**

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Comes now East Kentucky Power Cooperative, Inc. (“EKPC”), by and through counsel, pursuant to KRS 278.300, 807 KAR 5:001 Sections 4, 7, 12, 14, 18 and other applicable law, and for its Application requesting that the Kentucky Public Service Commission (“Commission”) enter an Order for authorization to issue up to \$1,000,000,000 of secured or unsecured private placement or bank / financial institution debt, or some combination thereof (“the Financing”), the execution of Precedent Agreements for the interconnection of gas for new generation facilities, and for the use of interest rate management instruments. EKPC respectfully pleads as follows:

**I. INTRODUCTION**

1. EKPC is a not-for-profit, rural electric cooperative corporation established under KRS Chapter 279 with its headquarters in Winchester, Kentucky. Pursuant to various agreements, EKPC provides electric generation capacity and electric energy to its sixteen (16) Owner-Member Cooperatives (“Owner-Members”), which in turn serve over 570,000 Kentucky homes, farms and commercial and industrial establishments in eighty-nine (89) Kentucky counties. EKPC’s Board stated its strategic objective is to maintain a generation fleet that prudently diversifies its fuel

sources while maximizing its capital investments and minimizing stranded assets. EKPC is a “utility” as that term is defined in KRS 278.010(3)(a) and a “generation and transmission cooperative” as that term is defined in KRS 278.010(9).

2. In total, EKPC owns and operates approximately 2,963 MW of net summer generating capacity and 3,265 MW of net winter generating capacity. EKPC owns and operates coal-fired generation at the John S. Cooper Station in Pulaski County, Kentucky (341 MW) and the Hugh L. Spurlock Station (1,346 MW) in Mason County, Kentucky. EKPC also owns and operates natural gas-fired generation at the J. K. Smith Station in Clark County, Kentucky (753 MW (summer)/989 MW (winter)) and the Bluegrass Generating Station in Oldham County, Kentucky (501 MW (summer)/567 MW (winter)), landfill gas-to-energy facilities in Boone County, Greenup County, Hardin County, Pendleton County, and Barren County (13.8 MW total), a Community Solar facility (8.5 MW) in Clark County, Kentucky and Cooperative Solar Farm Four – Star Hill Farm (0.5 MW) in Marion County, Kentucky. Finally, EKPC purchases hydropower from the Southeastern Power Administration at Laurel Dam in Laurel County, Kentucky (70 MW), and the Cumberland River system of dams in Kentucky and Tennessee (100 MW). EKPC also has 200 MWs of interruptible load and approximately 28 MWs in peak reduction mechanisms. EKPC’s record peak demand of 3,754 MW occurred on January 17, 2024.

3. EKPC owns 2,994 circuit miles of high voltage transmission lines in various voltages, mainly 69kV and greater. EKPC also owns the substations necessary to support this transmission line infrastructure. Currently, EKPC has seventy-seven (77) free-flowing interconnections with its neighboring utilities. EKPC’s transmission system is operated by PJM Interconnection, LLC (“PJM”), of which EKPC has been a fully integrated member since June 1, 2013. PJM is a regional electric grid and market operator with operational control of over 180,000

MW of regional electric generation through all, or parts of, Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, and the District of Columbia. PJM operates the largest capacity and energy market in North America.

## **II. FILING REQUIREMENTS**

4. EKPC's business address is 4775 Lexington Road, Winchester, Kentucky 40392 and its mailing address is P.O. Box 707, Winchester, Kentucky 40392-0707. EKPC's electronic mail address is [pse@ekpc.coop](mailto:pse@ekpc.coop). EKPC's telephone number is 859-744-4812 and its fax number is 859-744-6008. EKPC requests the following individuals be included on the service list:

Gregory H. Cecil, EKPC Director of Regulatory and Compliance

[greg.cecil@ekpc.coop](mailto:greg.cecil@ekpc.coop)

L. Allyson Honaker, Counsel for EKPC

[allyson@hloky.com](mailto:allyson@hloky.com)

Heather S. Temple, Counsel for EKPC

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Meredith L. Cave, Counsel for EKPC

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Pursuant to 807 KAR 5:001, Section 14(1), the facts upon which this Application is based are as follows: in order to ensure EKPC's liquidity and ability to make investments that will enable it to serve its Owner-Members, EKPC seeks approval for the issuance of up to \$1,000,000,000 of secured or unsecured private placement or bank / financial institution debt, or some combination thereof, over the next few years to ensure liquidity. EKPC expects capital expenditures related to

the projects approved in Case 2024-00310<sup>1</sup> and 2024-00370,<sup>2</sup> of approximately \$2.1 billion. The expected cash outflows by year for the projects approved in these two cases are as follows:

Through 2025	\$214 million
2026	\$255 million
2027	\$449 million
2028	\$602 million
2029	\$472 million
2030	\$86 million
Total:	\$2.08 billion

The projects are expected to eventually be funded through the Rural Utilities Service (“RUS”) and RUS recently indicated a willingness to provide progress payments after completing contract milestones; however, such financing historically occurs after construction is complete. Due to timing of cash flows expected from RUS financing, EKPC does not believe it will need the full \$2.1 billion of authority for interim financing of these projects. Currently, as approved in Case No. 2021-00473,<sup>3</sup> EKPC is using its Unsecured Revolving Credit Agreement (“Credit Facility”) to provide temporary funding for construction projects, working capital needs, and for general

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<sup>1</sup> *Electronic Application of East Kentucky Power Cooperative, Inc. for 1) a Certificate of Public Convenience and Necessity to Construct a New Generation Resources; 2) For a Site Compatibility Certificate Relating to the Same; 3) Approval of Demand Side Management Tariffs; and 4) Other General Relief*, Case No. 2024-00310, Order, (Ky. P.S.C., May 20, 2025). (“Case No. 2024-00310”).

<sup>2</sup> *Electronic Application of East Kentucky Power Cooperative, Inc. for 1) Certificates of Public Convenience and Necessity to Construct a New Generation Resources; 2) For a Site Compatibility Certificate Relating to the Same; 3) Approval of Demand Side Management Tariffs; and 4) Other General Relief*, Case No. 2024-00370, Order, (Ky. P.S.C., July 3, 2025). (“Case No. 2024-00370”).

<sup>3</sup> *In the Matter of: Electronic Application of East Kentucky Power Cooperative, Inc., for Approval of the Amendment and Extension or Refinancing of an Unsecured Revolving Credit Agreement in an Amount up to \$800,000,000 or Which up to \$100,000,000 may be in the Form of an Unsecured Renewable Term Loan and up to \$400,000,000 of Which will be in the Form of a Future Increase Option*, Case No. 2021-00473, Order, (Ky. P.S.C., Feb. 8, 2022).

corporate purposes. Should EKPC require additional financing, EKPC will seek additional Commission approvals under KRS 278.300.

5. As discussed in Case No. 2024-00370, EKPC has now executed Precedent Agreements that will result in the interconnection with a pipeline operator mainline and the construction of a natural gas pipeline lateral for EKPC's Spurlock Power Station and natural gas pipeline lateral for EKPC's Cooper Power Station along with the respective metering and regulation ("M&R") stations. A Precedent Agreement has also been executed for Liberty Station. Since the Precedent Agreements create long-term financial obligations, EKPC is seeking approval pursuant to KRS 278.300.

6. Pursuant to 807 KAR 5:001, Section 14(2), EKPC is a Kentucky corporation, incorporated on July 9, 1941. EKPC is in good standing to transact business within the Commonwealth of Kentucky. A Certificate of Good Standing is attached to this Application as **Exhibit 1**.

7. Pursuant to 807 KAR 5:001, Section 18(1)(b), a description of EKPC's property, field of its operation, and statement of original cost of EKPC's property are provided in **Exhibit 2** of this Application.

8. Pursuant to 807 KAR 5:001, Section 18(1)(c), EKPC states that it is seeking authorization for the issuance of up to \$1,000,000,000 of secured or unsecured private placement or bank debt, or some combination thereof and to execute Precedent Agreements. EKPC is not proposing to issue any stock.

9. Pursuant to 807 KAR 5:001 Section 18(1)(d), the proceeds of the proposed transaction(s) will be used to reduce borrowing under EKPC's Credit Facility, to fund ongoing

capital expenditures associated with the construction of projects approved in Case 2024-00310 and 2024-00370, and for general corporate purposes.

10. Pursuant to 807 KAR 5:001 Section 18(1)(e), there is no property currently planned to be specifically acquired or constructed directly by the proceeds of the transaction. However, the Financing will provide liquidity to facilitate the construction of the projects approved in Case Nos. 2024-00310 and 2024-00370.

11. Pursuant to 807 KAR 5:001, Section 18(1)(f), all or a portion of the proceeds from the proposed transactions may be used to reduce some or all of the outstanding obligations under EKPC's Credit Facility. As of September 30, 2025, \$225,000,000 of the available \$600,000,000 was drawn on EKPC's Credit Facility and bears a variable interest rate of 5.16%. Proceeds from any financing under this authorization may be utilized to free up capacity in EKPC's Credit Facility, to build cash balances to provide liquidity for ongoing expenditures, or for expenditures related to the projects already approved in Case Nos. 2024-00310 and 2024-00370.

12. Pursuant to 807 KAR 5:001 Section 18(2)(a), a financial exhibit as described in Section 12 of 807 KAR 5:001 is attached hereto and incorporated herein as **Exhibit 3**. Unless otherwise specified, pursuant to 807 KAR 5:001, Section 12(1), said exhibits cover operations for the consecutive twelve (12) month period ending July 31, 2025, which is not more than ninety (90) days prior to the date this Application is filed, and contains the following information:

a. Pursuant to 807 KAR 5:001, Section 12(2)(a) – (c), EKPC is a not-for-profit rural electric cooperative corporation which has no stock authorized, issued, or outstanding.

b. Pursuant to 807 KAR 5:001, Section 12(2)(d), EKPC has an "Indenture of Mortgage, Security Agreement and Financing Statement" ("Trust Indenture"). The Trust Indenture was executed on October 11, 2012 with the U.S. Bank National Association as trustee.

The amount of indebtedness authorized to be secured is up to and including \$5 billion, which may be amended as needed. As of November 30, 2025, \$2.47 billion of secured debt is outstanding. There are no sinking fund provisions associated with the Trust Indenture.

c. Pursuant to 807 KAR 5:001, Section 12(2)(e) – (g), a description of EKPC’s Bonds and Notes Outstanding is included in **Exhibit 4**. EKPC has no other forms of indebtedness.

d. Pursuant to 807 KAR 5:001, Section 12(2)(h), EKPC has no capital stock and has paid no dividends at any time during the five previous fiscal years.

e. Pursuant to 807 KAR 5:001, Section 12(2)(i), a detailed income statement and balance sheet are provided in **Exhibit 3**.

13. Pursuant to 807 KAR 5:001, Section 18(2)(b), the Commission approved a Trust Indenture EKPC in Case No. 2012-00249,<sup>4</sup> and an executed copy of same was filed with the Commission on October 19, 2012.

14. Pursuant to 807 KAR 5:001, Section 18(2)(c), although there is no specific proposed acquisition of property or proposed construction associated with this application, the Financing will provide liquidity to facilitate the purchase of the projects approved in Case Nos. 2024-00310 and 2024-00370. The maps and plans of proposed property and construction for those projects are attached as **Exhibit 5** and are the same maps and plans filed in Case Nos. 2024-00310 and 2024-00370.

15. Resolutions from EKPC’s Board of Directors for the projects approved in Case Nos. 2024-00310 and 2024-00370, include the authority, among other items, to “... request any needed authorization for financing or rate recovery from the Kentucky Public Service

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<sup>4</sup> *Application of East Kentucky Power Cooperative, Inc. for Approval to Obtain a Trust Indenture*, Case No. 2012-00249, Order, (Ky. P.S.C., Aug. 9, 2012).

Commission...” Copies of these Resolutions are filed as EKPC’s **Exhibit 6**. While the Financing will not be used directly or be adequate to fund all of the projects, it will reduce borrowings under EKPC’s unsecured Credit Facility and provide additional liquidity to fund ongoing general needs and approved capital projects.

### **III. REQUEST FOR FINANCING**

17. KRS 278.300(1) provides that no utility shall assume any obligation or liability until authorized by the Commission. The authorization to issue evidence of indebtedness may only be granted if the indebtedness is for a lawful object within the purpose of the utility, is necessary or appropriate for the proper performance by the utility, will not impair the utility’s ability to perform that service, and that the issuance is reasonably necessary and appropriate for that purpose.<sup>5</sup>

18. The issue of these evidences of indebtedness in this Application, including the precedent agreements described below: is for a lawful objective within the purpose of EKPC; is necessary or appropriate for the proper performance by EKPC; will not impair EKPC’s ability to perform that service; and is reasonably necessary and appropriate for that purpose. The Financing proposed in this proceeding will enable EKPC to assist in the financing of the construction of projects that are needed to allow EKPC to continue to provide safe and reliable service to its Owner-Members. It will also allow EKPC to finance the projects until such time as more permanent financing can be secured from RUS or other funding can be secured or received.

19. Under the terms of the Credit Facility, EKPC may maintain up to \$900,000,000 of unsecured debt. Since the Credit Facility and the recently issued \$300,000,000 Unsecured Term Loan total \$900,000,000, additional unsecured debt will require a waiver from the existing lenders

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<sup>5</sup> KRS 278.300(3).



of this limit to seek further unsecured debt. Any portion of the Financing which is not unsecured will be secured under the Trust Indenture identified above in Paragraph 12b.

21. If secured, the proposed financing will be issued under an Indenture of Mortgage, Security Agreement and Financing Statement ("Indenture") dated as of October 11, 2012, between EKPC and U.S. Bank National Association, as Trustee, as supplemented and amended, and may be further supplemented and amended. The private placement debt is to be sold by auction, through underwriters or agents, or by direct placement with commercial banks or institutional investors. EKPC seeks authority to issue such debt at a time or times when EKPC believes it is prudent to do so, subject to parameters approved by the Commission. It is anticipated that the interest rate will be fixed. Any fixed rate of interest on the debt will not exceed by more than 3 percent the yield to maturity of United States Treasury Bonds of comparable maturity at the time of issuance, including the effect of any fees and expenses associated with the offering. As EKPC intends to replace a majority of the Financing with permanent debt or grants from RUS, maturities for \$500,000,000 of the Financing will be limited to a tenor of 7 years or less. However, over the past several years, usage on the Credit Facility has typically been over \$250,000,000. Also, some upcoming projects, in particular transmission upgrades that EKPC will pay for that are not on EKPC's system, may not be eligible for RUS financing. Considering these two items and flexibility to lock in long-term financing when rates are favorable, EKPC requests that up to \$500,000,000 million of the Financing could have maturities up to 30 years.

22. The Financing proposed in the Application would provide liquidity to facilitate the financing of the construction projects that have been granted Certificates of Public Convenience and Necessity ("CPCN") and allow EKPC to continue to provide safe and reliable service to its Owner-Members. EKPC is requesting the financing at this time to allow EKPC to have the funding

available to fund general purposes, initial construction costs of capital projects and interim financing until financing can be secured through RUS. It also allows EKPC to finance the projects to have “the steel in the ground” to serve its native load.

23. EKPC also requests authority for the use of interest rate management instruments to allow for the implementation of effective hedging strategies to control its interest cost on existing and future debt. The interest rate management agreements will utilize products commonly used in today's capital markets, consisting of interest rate swaps, caps, collars, floors, options, or hedging products such as forwards or futures, or similar products, the purpose of which being to manage interest costs. EKPC expects to enter into these agreements with counterparties that are highly rated financial institutions. The transactions will be for a fixed period and a stated principal amount and may be for underlying fixed or variable rate obligations of EKPC and will not be used for any speculative purpose. Potential uses of these transactions would minimize the impact of fluctuations in benchmark interest rates prior to the issuance of new debt and to manage the amount of debt exposed to floating rates. Net fees and expenses in connection with any interest rate management agreement will be in addition to the above parameters and will not exceed 5% of the amount of the underlying obligation involved.

#### **IV. REQUEST FOR APPROVAL OF PRECEDENT AGREEMENTS**

24. EKPC is requesting approval for the precedent agreements that are attached to the application at **Exhibit 7**. The attached precedent agreements are the same agreements that were discussed with the Commission during the proceedings in Case Nos. 2024-00310 and 2024-00370 and were executed for the projects that were approved by the Commission in each of those cases. These precedent agreements are between EKPC and Columbia Gulf Transmission, LLC (“CGT”) and are for the provision of transportation of natural gas. The precedent agreements outline the

terms for firm natural gas transportation service on the pipeline system and detail each party's responsibilities, including obtaining regulatory approvals, constructing the pipeline, and maintenance of the pipeline. The precedent agreements set forth the conditions for interconnection and cooperation with the obligations dependent on regulatory and operation milestones. There are three separate precedent agreements attached at **Exhibit 7** – one for Cooper Station, one for Spurlock Station, and one for Liberty Station. Upon the operation date of each of the projects, additional agreements will be entered into that will take the place of these precedent agreements, but will contain the same terms and conditions that are set forth in the precedent agreements. Therefore, approval of the precedent agreements is also approval of the terms and conditions that will apply to the projects once they become operational.

25. TC Energy, as it expands its existing infrastructure on CGT, will have project costs of an estimated \$388,505,746 of capital on the Pulaski Project (Cooper Station). This will be 30" diameter pipe on an approximately 41-mile extension. TC Energy will have an estimated \$378,495,290 of capital on the Maysville Project (Spurlock Station). This will be 30" diameter pipe on an approximately 42-mile extension and TC Energy will have an estimated \$6,032,000 on the Liberty Project (Liberty Station) which is a direct interconnection or hot tap. If CGT fails to satisfy any of the Transporter's Conditions Precedent, EKPC shall have no liability to CGT. If the agreements are terminated due to EKPC's failure to satisfy any of Shippers Conditions Precedent, then EKPC does have liability upon termination. These terms are described in more detail in the precedent agreements attached at **Exhibit 7**.

26. The parties agreed to the rate(s) and rate structure in each precedent agreement to reserve capacity on the extension. The rate to reserve capacity on the mainline is simply CGT's Tariff at the time of service. Each of the agreements spell out additional pricing terms.

27. As each of the projects develop a Facilities Agreement that includes a responsibility matrix will be executed so that the interconnection can be completed. Ultimately, a service agreement is the intended result of the precedent agreements and will become effective upon each of the projects becoming operational. The terms for the service agreement will be the same as are set forth in the precedent agreements.

28. TC Energy will file a FERC 7(c) application for the Cooper Station project in October 2025 and for the Spurlock project in November 2025. The timeline for these applications to be filed and approved is built into the schedule. The Liberty Project falls under the FERC Automatic Authorization type of blanket certificate and is therefore moving at a faster pace.

## **V. CONCLUSION**

WHEREFORE, on the basis of the foregoing, EKPC respectfully requests that the Commission enter an Order for:

- 1) Authorization to issue up to \$1,000,000,000 of secured or unsecured private placement or bank / financial institution debt, or some combination thereof;
- 2) Authorization to enter into the Precedent Agreements;
- 3) Authorization to use Interest Rate management instruments; and
- 4) All other relief to which EKPC may be entitled,

This 6<sup>th</sup> day of October 2025.

VERIFICATION

The undersigned, on behalf of East Kentucky Power Cooperative, Inc. and pursuant to KRS 278.300(2), hereby verifies that all of the information contained in the foregoing Application is true and correct to the best of my knowledge, opinion and belief as of this 1<sup>st</sup> day of October, 2025.

East Kentucky Power Cooperative, Inc.

BY: Thomas J. Stachnik

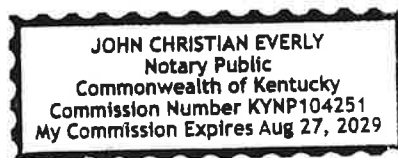
ITS: VP Finance & Treasurer

COMMONWEALTH OF KENTUCKY

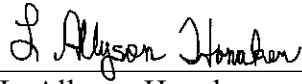
COUNTY OF CLARK

The foregoing Verification was signed, acknowledged and sworn to before me the 1<sup>st</sup> day of October, 2025 by Thomas J. Stachnik, the Vice President, Finance and Treasurer of East Kentucky Power Cooperative, Inc., a Kentucky corporation, on behalf of the corporation.

John Christian Everly  
NOTARY PUBLIC



Respectfully submitted,



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Heather S. Temple

Meredith L. Cave

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*Counsel for East Kentucky Power Cooperative, Inc.*

**EXHIBIT 1**  
**CERTIFICATE OF GOOD STANDING**

**Commonwealth of Kentucky**  
**Michael G. Adams, Secretary of State**

Michael G. Adams  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

**Certificate of Existence**

Authentication number: 337878  
Visit <https://web.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**EAST KENTUCKY POWER COOPERATIVE, INC.**

EAST KENTUCKY POWER COOPERATIVE, INC. is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 273, whose date of incorporation is July 9, 1941 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 27<sup>th</sup> day of June, 2025, in the 234<sup>th</sup> year of the Commonwealth.



*Michael G. Adams*

Michael G. Adams  
Secretary of State  
Commonwealth of Kentucky  
337878/0015195



# EXHIBIT 2

## DESCRIPTION OF PROPERTY

## **EAST KENTUCKY POWER COOPERATIVE, INC.**

### **DESCRIPTION OF PROPERTY**

#### **807 KAR 5:001, Section 18(1)(b)**

East Kentucky Power Cooperative, Inc. (“EKPC”), headquartered in Winchester, Kentucky, is a not-for-profit electric generation and transmission cooperative providing wholesale electric power service to 16 Owner-Member cooperatives over 2,995 miles of transmission lines and the substations necessary to support this transmission line infrastructure. The 16 Owner-Members serve over 570,000 Kentucky homes, farms, and commercial and industrial establishments in eighty-seven (87) counties.

EKPC owns and operates the following generating facilities: two coal-fired generation plants (Cooper Station located in Pulaski County and Spurlock Station located in Mason County) with a total winter capacity of 1,687 net megawatts; twelve combustion turbines (nine units located in Clark County at Smith Station, and three units located in Oldham County at Bluegrass Station) with a total winter capacity of 1,556 net megawatts; five landfill gas-fired plants (located in Greenup County, Boone County, Hardin County, Pendleton County, and Barren County) with a total winter capacity of 13 net megawatts; and a solar farm (located at its headquarters in Winchester) with an additional winter capacity of 8.5 net megawatts.

As of November 30, 2024, EKPC had total utility plant in-service at an original cost of \$4.9 billion and construction work-in-progress at an original cost of \$88.5 million.

# EXHIBIT 3

## FINANCIAL EXHIBIT

### **Financial Exhibit Pursuant to 807 KAR 5:001 Section 12**

- 807 KAR 5:001 Section 12 (1)(a) – the financial exhibit is based on operations covering a period not more than ninety (90) days prior to the date this application is filed.
- 807 KAR 5:001 Section 12 (2)(a)-(c) – EKPC is a not-for-profit rural electric cooperative corporation which has no stock authorized, issued, or outstanding.
- 807 KAR 5:001 Section 12 (2)(d) – EKPC has an “Indenture of Mortgage, Security Agreement and Financing Statement” (“Trust Indenture”). The Trust Indenture was executed on October 11, 2012, with the U.S. Bank National Association as trustee. The amount of indebtedness authorized to be secured is up to and including \$5 billion, which may be amended as needed. As of November 30, 2025, \$2.47 billion of secured debt is outstanding. There are not sinking fund provisions associated with the Trust Indenture.
- 807 KAR 5:001 Section 12 (2)(e)-(g) – a description of EKPC’s bonds and notes outstanding are included in Exhibit 4. EKPC doesn’t have other forms of indebtedness.
- 807 KAR 5:001 Section 12 (2)(h) – EKPC has no capital stock and has paid no dividends at any time during the five previous fiscal years.
- 807 KAR 5:001 Section 12 (2)(i) – a detailed income and balance sheet is included in this Exhibit 3.

East Kentucky Power Cooperative, Inc.  
Consolidated Balance Sheet  
(Unaudited)

<i>(Dollars in Thousands)</i>	<b>July 31 2025</b>
<b>Assets</b>	
Electric plant:	
In-service	\$ 4,968,919
Construction-in-progress	234,195
	<u>5,203,114</u>
Less accumulated depreciation	2,006,364
Electric plant – net	<u>3,196,750</u>
Investment securities:	
Available-for-sale	13,508
Held-to-maturity	6,998
Current assets:	
Cash and cash equivalents	292,057
Accounts receivable	123,166
Fuel	56,375
Materials and supplies	154,497
Other current assets	26,051
Total current assets	<u>652,146</u>
Regulatory assets	71,176
Deferred charges	7,458
Other noncurrent assets	9,424
Total assets	<u><u>\$ 3,957,460</u></u>
<b>Members’ equities and liabilities</b>	
Members’ equities:	
Memberships	\$ 2
Patronage and donated capital	768,227
Accumulated other comprehensive margin	15,180
Total members’ equities	<u>783,409</u>
Long-term debt	2,779,926
Current liabilities:	
Current portion of long-term debt	111,138
Accounts payable	122,306
Accrued expenses	56,997
Regulatory liabilities	15,102
Total current liabilities	<u>305,543</u>
Accrued postretirement benefit cost	52,639
Asset retirement obligations and other liabilities	35,943
Total members’ equities and liabilities	<u><u>\$ 3,957,460</u></u>

*Note: This financial statement was prepared in order to meet the filing requirements of 807 KAR 5:001, Section 12(2)(i).*

East Kentucky Power Cooperative, Inc.  
Consolidated Statement of Revenue and Expenses and Comprehensive Loss  
(Unaudited)

<i>(Dollars in Thousands)</i>	Twelve Months Ended July 31 2025
Operating revenue	\$ 1,223,750
Operating expenses:	
Production:	
Fuel	356,199
Other	226,579
Purchased power	224,216
Transmission and distribution	85,634
Regional market operations	7,292
Depreciation and amortization	163,625
General and administrative	64,494
Total operating expenses	<u>1,128,039</u>
Operating margin before fixed charges and other expenses	95,711
Fixed charges and other:	
Interest expense on long-term debt	111,703
Amortization of debt expense	685
Accretion and other	1,424
Total fixed charges and other expenses	<u>113,812</u>
Operating loss	(18,101)
Nonoperating margin:	
Interest income	7,875
Patronage capital allocations from other cooperatives	562
Other	316
Total nonoperating margin	<u>8,753</u>
Net loss	(9,348)
Other comprehensive loss:	
Postretirement benefit obligation loss	<u>(7,792)</u>
	<u>(7,792)</u>
Comprehensive loss	<u><u>\$ (17,140)</u></u>

*Note: This financial statement was prepared in order to meet the filing requirements of 807 KAR 5:001, Section 12(2)(i).*

EXHIBIT 4  
DESCRIPTION OF BONDS AND  
NOTES OUTSTANDING  
EXCEL SPREADSHEET BEING  
UPLOADED SEPARATELY

EXHIBIT 5  
MAPS  
DUE TO THE SIZE THESE  
ARE BEING UPLOADED  
SEPARATELY AND  
PORTIONS ARE FILED  
UNDER SEAL PURSUANT  
TO A MOTION FOR  
CONFIDENTIAL  
TREATMENT



EXHIBIT 6  
BOARD RESOLUTIONS

**FROM THE MINUTE BOOK OF PROCEEDINGS  
OF THE BOARD OF DIRECTORS OF  
EAST KENTUCKY POWER COOPERATIVE, INC.**

At a regular meeting of the Board of Directors of East Kentucky Power Cooperative, Inc. held at the Headquarters Building, 4775 Lexington Road, located in Winchester, Kentucky, on Tuesday, September 10, 2024 at 9:30 a.m., EDT, the following business transacted:

Approval to Execute Precedent Agreements with Columbia Gulf Transmission, LLC, to Flow Natural Gas to Fuel the Spurlock and Cooper U2 Natural Gas Co-Firing Project, the New Combined Cycle Gas Turbine at Cooper, and the New Liberty Rice Units

After review of the applicable information, Boris Haynes made a motion to approve to Execute Precedent Agreements with Columbia Gulf Transmission, LLC, to Flow Natural Gas to Fuel the Spurlock and Cooper U2 Natural Gas Co-Firing Project, the New Combined Cycle Gas Turbine at Cooper, and the New Liberty Rice Units, seconded by Steve Hale, and passed by the full Board to approve the following:

**Whereas**, East Kentucky Power Cooperative, Inc. ("EKPC"), to meet the expectation to be set forth in its 2025 Integrated Resource Plan and to be compliant with the U.S. Environmental Agency's final Greenhouse Gas Rule, has proposed the following (collectively, "the New Generation Projects") to the EKPC Board of Directors (the "Board"): 1) the addition of natural gas-burning capability of the units at the Hugh L. Spurlock Station ("Spurlock") and Unit 2 of the John Sherman Cooper Station ("Cooper"), (collectively, "the Co-Firing Project"); 2) the construction of a 745 MW combined cycle gas turbine at Cooper, ("the CCGT Project"); and 3) the construction of a maximum 220 MW reciprocating internal combustion engine dual fuel peaking facility near Liberty, Kentucky, ("the RICE Project");

**Whereas**, the New Generation Projects will require a supply of reliable natural gas to serve as fuel, making the ability to deliver natural gas to each site a critical path;

**Whereas**, EKPC solicited proposals for the natural gas line supply and identified Columbia Gulf Transmission, LLC ("Columbia Gulf") as the qualified, preferred provider;

**Whereas**, in order to proceed with development of the pipeline connections, Spurlock, Cooper, and the RICE Project site each need a Precedent Agreement ("PA"), between EKPC and Columbia Gulf, defining the commercial terms and conditions of service related to each specific natural gas project;

**Whereas**, EKPC will reserve capacity on the laterals and reimburse Columbia Gulf for building the laterals each month with a Lateral Reservation Charge over the initial term of 20 years and will recover these fixed lateral costs through base rates; now, therefore, be it

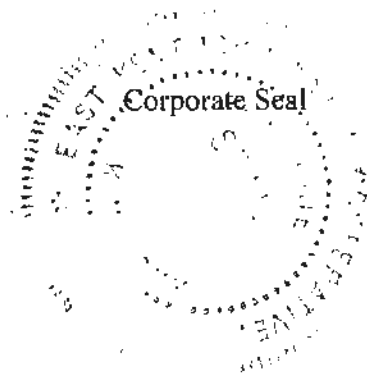
**Resolved,** the Board hereby authorizes the President and Chief Executive Officer, or a designee, to execute the Precedent Agreements for the New Generation Projects, prior to September 30, 2024, at a total estimated cost of \$1,577,488,000 over a 20-year term for laterals; and

**Resolved,** the Board hereby authorizes the President and CEO, or a designee, to apply for and borrow funds from the Rural Utilities Service and other lenders and to request any needed authorization for financing or rate recovery from the Kentucky Public Service Commission; and

**Resolved,** the Board hereby authorizes staff to apply for the required or advisable certificates, permits and approvals with regulatory and environmental agencies of the Commonwealth of Kentucky and the United States Federal Government or other entities, including a Certificate of Public Convenience and Necessity ("CPCN").

The foregoing is a true and exact copy of a resolution passed at a meeting called pursuant to proper notice at which a quorum was present and which now appears in the Minute Book of Proceedings of the Board of Directors of the Cooperative, and said resolution has not been rescinded or modified.

Witness my hand and seal this 10th day of September 2024.



A handwritten signature in black ink, reading 'Randy D. Sexton'.

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Randy Sexton, Secretary

**FROM THE MINUTE BOOK OF PROCEEDINGS  
OF THE BOARD OF DIRECTORS OF  
EAST KENTUCKY POWER COOPERATIVE, INC.**

At a regular meeting of the Board of Directors of East Kentucky Power Cooperative, Inc. held at the Headquarters Building, 4775 Lexington Road, located in Winchester, Kentucky, on Tuesday, May 13, 2025 at 9:30 a.m., EST, the following business transacted:

**Request to Approve to Execute Amended & Restated Precedent Agreements to Flow Natural Gas to Fuel Spurlock & Cooper New Generation Projects**

After review of the applicable information, Boris Haynes made a motion to approve to execute amended & restated precedent agreements to flow natural gas to fuel Cooper & Spurlock new generation projects, as presented, seconded by Joe Spalding and passed by the full Board to approve the following:

**Whereas,** In September 2024, the Board of Directors (the “Board”) of East Kentucky Power Cooperative, Inc. (“EKPC”) approved the full implementation of a new combined cycle gas turbine (“CCGT”) facility (“the CCGT Project”), and the addition of natural gas-burning capability to the Hugh L. Spurlock Station (“Spurlock”) units and the John Sherman Cooper Station’s (“Cooper”) Unit 2 (“the Co-Firing Project”), (collectively, “the New Generation Projects”);

**Whereas,** In September 2024, the Board approved EKPC’s execution of Precedent Agreements with Columbia Gulf Transmission, LLC (“Columbia Gulf”) to provide firm natural gas to Spurlock and Cooper, and to proceed with development of the necessary pipeline connections, (“the Pipeline Expansion Projects”);

**Whereas,** The Pipeline Expansion Projects are currently sized to consist of pipe that is 24” diameter; however, new information has revealed that 30” diameter pipe provides long-term flexibility and value;

**Whereas,** The incremental capital cost borne by Columbia Gulf of upsizing over the 20-year term is approximately \$20,000,000 or \$0.03/Dth for Spurlock and approximately \$25,000,000 or \$0.035/Dth for Cooper;

**Whereas,** The size increase would add approximately \$0.300/MWh to the dispatch cost of Spurlock (10,000 BTU/kWh average heat rate) when operating at 50% co-firing of coal and gas, and \$0.228/MWh to the dispatch cost of the CCGT at Cooper (6,500 BTU/kWh heat rate); now, therefore, be it

**Resolved,** the Board authorizes the President and Chief Executive Officer, or a designee, to execute the two (2) individual Amended and Restated Precedent Agreements for the New Generation Projects at Spurlock and Cooper, prior to May 15, 2025, upsizing to 30" diameter pipe, for a combined amended total cost for the Pipeline Expansion Projects of approximately \$1,826,200,000 over a 20-year term or \$7,609,167 per month; and

**Resolved,** the Board authorizes the President and CEO, or a designee, to request any needed authorization for financing or rate recovery from the Kentucky Public Service Commission; and

**Resolved,** the Board authorizes staff to apply for the required or advisable certificates, permits and approvals with regulatory and environmental agencies of the Commonwealth of Kentucky and the United States Federal Government or other entities, including a Certificate of Public Convenience and Necessity.

The foregoing is a true and exact copy of a resolution passed at a meeting called pursuant to proper notice at which a quorum was present and which now appears in the Minute Book of Proceedings of the Board of Directors of the Cooperative, and said resolution has not been rescinded or modified.

Witness my hand and seal this 13th day of May 2025.

Corporate Seal



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Randy Sexton, Secretary of the Board

EXHIBIT 7  
PRECEDENT AGREEMENTS  
FILED UNDER SEAL PURSUANT TO A  
MOTION FOR CONFIDENTIAL  
TREATMENT