Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. 3

28th Revised Sheet No. 1

Cancelling P.S.C. No. 3

27th Revised Sheet No. 1

#### Name of Issuing Corporation

CLASSIFICATION OF SERVICE (I)		
Residential and Small Power - Schedule RSP	Rate Per Unit	
Applicability: Available to all members of the Cooperative for all service requiring not more than 25kVa of transformer capacity. All use is subject to the established rules and regulations of the Cooperative.		
<u>Character of Service:</u> Single-phase 60 Hertz at 120/240 volts alternating current, or where available, three-phase 60 Hertz at 120/240 volts alternating current.		
Monthly Rate:	·	
Customer Charge	\$10.40/Meter (I)	
Energy Charge - For All kwh	.08067/kWh (I)	(
Minimum Charge: The monthly customer charge. For temporary or seasonal service a minimum charge of \$124.80 is required, payable at the time of request for service.	(T)	
Temporary Service:  Temporary service shall be supplied in accordance with the foregoing rate except that the customer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. The Cooperative may require a deposit, in advance, or the full amount of the estimated bill for service, including the cost of connection and disconnection.		C811100

Date of Issue 04/01/09

Issued By

Title President and CFC NTUCKY

Issued by authority of an order of the Public Service Commission of Kentucko-FECTIVE

Case No. 2008-00415 Dated 03/31/09

Date Effective 4/01/09

Title President and CFC NTUCKY

ACTIVE

4/1/2009

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

By Breake Directo

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. 3

27th Revised Sheet No. 1

Cancelling P.S.C. No. 3

26th Revised Sheet No. 1

### Name of Issuing Corporation

Residential and Small Power - Schedule RSP	Rate Per Unit
Applicability: Available to all members of the Cooperative for all service requiring not more than 25kVa of transformer capacity. All use is subject to the established rules and regulations of the Cooperative.  Character of Service: Single-phase 60 Hertz at 120/240 volts alternating current, or where available, three-phase 60 Hertz at 120/240 volts alternating current.	CANCE L APR 0 1 200 KENTUCKY PUB SERVICE COMMIS
Monthly Rate:	
Customer Charge	\$9.75/Meter
Energy Charge - For All kwh	7.564c/kwh
Minimum Charge:  The monthly customer charge. For temporary or seasonal service a minimum charge of \$117.00 is required, payable at the time of request for service.	
Temporary Service:  Temporary service shall be supplied in accordance with the foregoing rate except that the customer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. The Cooperative may require a deposit, in advance, or the full amount of the estimated bill for service, including the cost of connection and disconnection.	

Date of Issue 12/20/07

Issued By

Title President and Community of an order of the Public Service Community of Se

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 3 28th Revised Sheet No. 1a Cancelling P.S.C. No. 3 27th Revised Sheet No. 1a

Name of Issuing Corporation

CLASSIFICATION OF SERVICE		
Residential and Small Power - Schedule RSP	Rate Per Unit	
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.		
This schedule supersedes Schedule RSP Case No. 2007-00022		

Date of Issue <u>04/01/09</u>	Date Effective	04/01/09
Issued By Charty of an order of the Prolic Ser	Title Presider	at and CEC
Issued by authority of an order of the Prolic Ser	vice Commission of	Kentucky

C8/1/09

Case No. 2008-00415 Dated 03/31/09

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

4/1/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

By Executive Directo

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 27th Revised Sheet No. 1a Cancelling P.S.C. No. 3 26th Revised Sheet No. 1a

CLASSIFICATION OF SERVICE		
Residential and Small Power - Schedule RSP		Rate Per Unit
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh en the fuel adjustment amount per kwh as billed by the Wholesale Power Suplus an allowance for line losses. The allowance for line losses will not a 10% and is based on a twelve month moving average of such losses. The clause is subject to all other applicable provisions as set out in 807 KAR  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates beingher. In the event the current monthly bill is not paid within 15 days frow date of the bill, the gross rates shall apply.	ing 5%	
This schedule supersedes Schedule RSP Case No. 2006-00516	<b>APR</b> KENT	CELLED  0 1 2009  JCKY PUBLIC COMMISSIO

Date Effective 1/01/08 Date of Issue 12/20/07 Issued By Title President and CEO Issued by authority of an order of the Public Service Commission of Kentucky.

Case No.\_2007-00022\_\_\_ \_\_ Dated \_\_12/20/07

> PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE**

1/1/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

### For All Territory Served

P.S.C. No.

16th Revised Sheet No. 1d Cancelling P.S.C. No. 3

15th Revised Sheet No. 1d

#### Name of Issuing Inc.

CLASSIFICATION OF SERVICE (I)		
Residential and Small Power	r - Electric Thermal Storage Sch RSP-ETS	Rate Per Unit
OFF-PEAK Retail Marketing	Rate	
Schedule. The electric power Small Power OFF-PEAK Reta	igible for Tariff Residential and Small Power and energy furnished under Tariff Residential and all Marketing Rate shall be separately metered for power and energy furnished will be billed under Schedule.	
Character of Service: Single-phase 60 Hertz at 120/24 three-phase 60 Hertz at 120/24	0/240 volts alternating current, or where available, 40 volts alternating current.	
Monthly Rate:		
Energy Charge - For Al	l kwh	.04840/kWh (I)
Schedule of Hours: This rate is only applicable to	for the below listed off-peak hours:	
Months October thru April	OFF-PEAK Hours – EST 12:00 Noon to 5:00 P.M. 10:00 P.M. to 7:00 A.M.	
May thru September	10:00 P.M. to 10:00 A.M.	C8/1/09

Date Effective BIO4/01/09 VICE COMMISSION Title President and SEQ KY Date of Issue 04/01/09 Issued By Issued by authority of an order of the Public Service Commission of KentucktwE Dated 03/31/094/1/2009 PURSUANT TO 807 KAR 5:011 Case No. 2008-00415

SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

### For All Territory Served

P.S.C. No.

15th Revised Sheet No. 1d Cancelling P.S.C. No. 3 14th Revised Sheet No. 1d

#### Name of Issuing Inc.

CLASSIFICATION OF SERVICE (I)		
Residential and Small Power	- Electric Thermal Storage Sch RSP-E	TS Rate Per Unit
OFF-PEAK Retail Marketing F	Rate	
Schedule. The electric power a Small Power OFF-PEAK Retain each point of delivery. Other particularly Residential and Small Power Support of Service:	240 volts alternating current, or where avai	CANCELLED APR 0 1 2009
Monthly Rate:		
Energy Charge - For All	kwh	4.538c/kwh
Schedule of Hours: This rate is only applicable for	or the below listed off-peak hours:	
Months	OFF-PEAK Hours - EST	
October thru April	12:00 Noon to 5:00 P.M. 10:00 P.M. to 7:00 A.M.	
May thru September	10:00 P.M. to 10:00 A.M.	

Date of Issue 12/20/07 Issued By\_ Issued by authority of an order of the Public Service Commission of Kentle KyVE Case No. \_\_2007-00022

Tate Effective E + 10 1608 COMMISSION Title President and CEOKY

Dated 12/20/07<sup>1/1/2008</sup>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3 16th Revised Sheet No. 1e Cancelling P.S.C. No. 3 15th Revised Sheet No. 1e

Name of Issuing Inc.

CLASSIFICATION OF SERVICE		
Residential and Small Power - Electric Thermal Storage Sch RSP-ETS	Rate Per Unit	
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.		
Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.		
Terms and Conditions: This tariff is subject to the Cooperative's standard terms and conditions of service. The retail marketing rate applies only to programs which are expressly approved by the Commonwealth of Kentucky Public Service Commission to be offered under the Marketing Rate of East Kentucky Power's Wholesale Power Rate Schedule A.		
Under this rate, a separate contract will be executed between the Cooperative and the Consumer/Member. A sample copy of which is filed as part of this tariff.  This schedule supersedes Schedule RSP Case No. 2007-00022	C 8/1/	

Date of Issue 04/01/09  Issued By ( In XA S. Page 1997)	Effective 04/01/09 Title President and CEO
Issued by authority of an order of the Public Service Case No. 2008-00415	
	- (b)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. 3 15th Revised Sheet No. 1e Cancelling P.S.C. No. 3 14th Revised Sheet No. 1e

Name of Issuing Inc.

CLASSIFICATION OF SERVICE		
Residential and Small Power - Electric Thermal Storage Sch RSP-ET	S	Rate Per Unit
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equation the fuel adjustment amount per kwh as billed by the Wholesale Power Supplus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This clause is subject to all other applicable provisions as set out in 807 KAR 5:00	olier ceed fuel	
Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being higher. In the event the current monthly bill is not paid within 15 days from date of the bill, the gross rates shall apply.	the	ANCELLED
Terms and Conditions:  This tariff is subject to the Cooperative's standard terms and condition service.  The retail marketing rate applies only to programs which are expressly approby the Commonwealth of Kentucky Public Service Commission to be offeunder the Marketing Rate of East Kentucky Power's Wholesale Power I Schedule A.  Under this rate, a separate contract will be executed between the Coopera and the Consumer/Member. A sample copy of which is filed as part of this ta	ved ered Rate	APR 0 1 2009  NTUCKY PUBLIC VICE COMMISSIO
This schedule supersedes Schedule RSP Case No. 2006-00516		

	Date Effective 1/01/08
Issued By Charles San	_ Thie Freshdent and CEO
Issued by authority of an order of the Public Service	OPPUSSION SERVICE COMMISSION
Case No. 2007-000221	Dated12/20/07KENTLICKY
	EFFECTIVE
	1/1/2008
	PURSUANT TO 807 KAR 5:011
	SECTION 9 (1)
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	D. Company
	Evacutive Director
	Executive Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

# For All Territory Served

P.S.C. No. 3

26th Revised Sheet No. 2

Cancelling P.S.C. No. 3

25th Revised Sheet No. 2

### Name of Issuing Corporation

CLASSIFICATION OF SERVICE		
Small General Service - Schedule SGS	Rate Per Unit	
Applicability: Available to all members of the Cooperative for all service requiring 30kva to 112.5kva transformer capacity. All use is subject to the established rules and regulations of the Cooperative.		
Character of Service: Single-phase 60 Hertz alternating current, or where available, three-phase 60 Hertz alternating current, at the Cooperative's prevailing voltage levels.		
Monthly Rate:		
Customer Charge Demand Charge - Per Billing KW Energy Charge - All kwh	\$47.29/Meter (I) 7.12/KW (I) .05842/kWh (I)	
Determination of Billing Demand:  The billing demand shall be the maximum average kilowatt load used by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.		
Power Factor:  The consumer agrees to maintain unity power factor as nearly as practicable.  The Cooperative reserves the right to measure such power factor at the time.		
Should such measurements indicate that the power factor at the time of maximum demand is less than 90%, the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the	C8/1/09	
percent power factor.	 CE-COMMISSIO	
Date of Issue 04/01/09 Pate Effective F04E	N/09CKY	
Issued By Title Presiden € ān	10000	
Issued by authority of an order of the Public Service Commission of Kent Case No. <u>2008-00415</u> Dated <u>0373109</u>	0 807 KAR 5:011 ION 9 (1)	

By Denne Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. 3

25th Revised Sheet No. 2

Cancelling P.S.C. No. 3

24th Revised Sheet No. 2

CLASSIFICATION OF SERVICE	
Small General Service - Schedule SGS	Rate Per Unit
Applicability: Available to all members of the Cooperative for all service requiring 30kva to 112.5kva transformer capacity. All use is subject to the established rules and regulations of the Cooperative.  Character of Service: Single-phase 60 Hertz alternating current, or where available, three-phase 60 Hertz alternating current, at the Cooperative's prevailing voltage levels.	CANCELLE  APR 0 1 2009  KENTUCKY PUBL SERVICE COMMISS
Monthly Rate:  Customer Charge  Demand Charge - Per Billing KW  Energy Charge - All kwh	\$44.34/Meter 6.68/KW 5.477c/kwh
Determination of Billing Demand:  The billing demand shall be the maximum average kilowatt load used by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter.	
Power Factor:  The consumer agrees to maintain unity power factor as nearly as practicable. The Cooperative reserves the right to measure such power factor at the time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90%, the demand for billing purposes shall be the demand as indicated or recorded by the demand meter multiplied by 90% and divided by the	
Date of Issue 12/20/07 Issued By  Issued by authority of an order of the Public Service Commission of Kenii  Case No. 2007-00022  Dated PUBLIC SERVI  Date Effective Fluid  Title President Entire  Case No. 2007-00022  Dated PUBLIC SERVI  Date Of Issue 12/20/07	ECECE
By Executi	ve Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 3 26th Revised Sheet No. 2a Cancelling P.S.C. No. 3 25th Revised Sheet No. 2a

Name of Issuing Corporation

CLASSIFICATION OF SERVICE	
Small General Service - Schedule SGS	Rate Per Unit
Minimum Charge:  The monthly customer charge. For temporary or seasonal service a minimum charge of \$567.48 per annum is required in lieu of the monthly customer charge payable at the time of request for service.	
Temporary Service:  Temporary service shall be supplied in accordance with the foregoing rate except that the customer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. The Cooperative may require a deposit, in advance, or the full amount of the estimated bill for service, including the cost of connection and disconnection.	
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.	
	C 8/1/2

By Kecutive Directo

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No.

25th Revised Sheet No. 2a

Cancelling P.S.C. No. 3

24th Revised Sheet No. 2a

CLASSIFICATION OF SERVICE	
Small General Service - Schedule SGS	Rate Per Unit
Minimum Charge:  The monthly customer charge. For temporary or seasonal service a minimum charge of \$532.08 per annum is required in lieu of the monthly customer charge payable at the time of request for service.	
Temporary Service:  Temporary service shall be supplied in accordance with the foregoing rate except that the customer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. The Cooperative may require a deposit, in advance, or the full amount of the estimated bill for service, including the cost of connection and disconnection.	
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.	

PUBLIC SERVICE COMMISSION OF KENTUCKY

Date of Issue 12/20/07

Issued By

Issued by authority of an order of the Public Service Commission of Centucky (1)

Case No. \_\_2007-00022

Date Effective 1701708 IVE

Title President, and CEO KAR 5:011

Dated \_\_12/20/07

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3 26th Revised Sheet No. 2b Cancelling P.S.C. No. 3 25th Revised Sheet No. 2b

CLASSIFICATION OF SERVICE (T)				
mall General Service - Schedule SGS	Rate Per Unit			
Delivery Point. If service is furnished at secondary voltage, the delivery point hall be the metering point unless otherwise specified in the contract of service. Il wiring, pole lines and other electric equipment on the load side of the delivery oint shall be owned and maintained by the consumer.  If service is furnished at the Cooperative's primary line voltage, the delivery oint shall be the point of attachment of the Cooperative's primary line to onsumer's transformer structure unless otherwise specified in the contract for ervice. All wiring, pole lines and their electric equipment (except metering quipment) on the load side of the delivery point shall be owned and maintained by the consumer.				
ervice at Primary Voltage:  If service is furnished at primary distribution voltage, a discount of \$0.40 shall pply to the demand charge.				
The above rates are net and are due on the billing date, the gross rates being 5% igher. In the event the current monthly bill is not paid within 15 days from the ate of the bill, the gross rates shall apply.				
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his schedule supersedes Schedule SGS Case No. 2007-00022.	C8/1/00			

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			1 01	OF KENTUCKY	5,014
Date of Issue	04/01/09	Date Eff	ective	04/01/09FFECTIVE	
Issued By	Clita 5 1		Title	President 4/14/2020	
Issued by author	ority of an order of the Publ	ic service (	Commi	SSION OF KENTICKY, (4)	1
	Case No. 2008-00415		Date-	02/21/20 TON-9 (1)	
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			l 11.	11 1111	

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3 25th Revised Sheet No. 2b Cancelling P.S.C. No. 3 24th Revised Sheet No. 2b

11 G 1 G	
mall General Service - Schedule SGS	Rate Per Unit
Delivery Point. If service is furnished at secondary voltage, the delivery point hall be the metering point unless otherwise specified in the contract of service. Il wiring, pole lines and other electric equipment on the load side of the delivery point shall be owned and maintained by the consumer.  If service is furnished at the Cooperative's primary line voltage, the delivery point shall be the point of attachment of the Cooperative's primary line to possumer's transformer structure unless otherwise specified in the contract for ervice. All wiring, pole lines and their electric equipment (except metering quipment) on the load side of the delivery point shall be owned and maintained by the consumer.	CANCE  APR 0 1  KENTUCKY SERVICE COM
ervice at Primary Voltage:  If service is furnished at primary distribution voltage, a discount of \$0.40 shall oply to the demand charge.	
erms of Payment: The above rates are net and are due on the billing date, the gross rates being 5% igher. In the event the current monthly bill is not paid within 15 days from the ate of the bill, the gross rates shall apply.	
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his schedule supersedes Schedule SGS Case No. 2006-00516.	
	NTUCKY GJIVE 2008 SEEKAR 5:01
By	e Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

### For All Territory Served

P.S.C. No. 3

28th Revised Sheet No. 3

Cancelling P.S.C. No. 3

27th Revised Sheet No. 3

CLASSIFICATION OF SERVICE (I)	
Large General Service - Schedule LGS	Rate Per Unit
Applicability:  Available to all members of the Cooperative for all service requiring greater than 112.5kva at voltages of 25kv or less. All use is subject to the established rules and regulations of the Cooperative.	
Character of Service:  Three-phase 60 Hertz alternating current at the Cooperative's prevailing voltage levels.	
Monthly Rate:	
Customer Charge Demand Charge - Per Billing KW Energy Charge - All kWh	\$62.93/Meter (I) \$6.66/KW (I) \$.04752/kWh (I)
Determination of Billing Demand:  The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.	
Power Factor Adjustment: The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90%, the demand for billing purposes shall be the demand as indicated or recorded by the	C8/1/09
demand meter multiplied by 90% and divided by the percent power factor. PUBLIC SERVI	CE COMMISSION NTUCKY
Date of Issue 04/01/09 Date Effective 04/01/09FF  Issued By Title President and Issued by authority of an order of the Public Service Commission of Kent Case No. 2008-00415 Dated 03/31/09	ECTIVE 12009
By W Description	Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3

27th Revised Sheet No. 3

Cancelling P.S.C. No. 3

26th Revised Sheet No. 3

CLASSIFICATION OF SERVICE (I)	
Large General Service - Schedule LGS	Rate Per Unit
Applicability:  Available to all members of the Cooperative for all service requiring greater than 112.5kva at voltages of 25kv or less. All use is subject to the established rules and regulations of the Cooperative.	
<u>Character of Service:</u> Three-phase 60 Hertz alternating current at the Cooperative's prevailing voltage levels.	5
Monthly Rate: CANCELLED	
Customer Charge  Demand Charge - Per Billing KW  Energy Charge - All kwh  APR 0 1 2009  KENTUCKY PUBLIC SERVICE COMMISSION	\$59.00/Meter 6.24/KW 4.455c/kwh
Determination of Billing Demand:  The billing demand shall be the maximum kilowatt demand established by the consumer for any period of fifteen consecutive minutes during the month for which the bill is rendered, as indicated or recorded by a demand meter and adjusted for power factor as provided below.	:
Power Factor Adjustment:  The consumer agrees to maintain unity power factor as nearly as practicable. Power factor may be measured at any time. Should such measurements indicate that the power factor at the time of maximum demand is less than 90%, the demand for billing purposes shall be the demand as indicated or recorded by the	
demand meter multiplied by 90% and divided by the percent power factor. PUBLIC SERV	/ICE COMMISSIO
Date of Issue 12/20/07  Issued By	7505 IVE 66 2005 TO 307 KAR 5:011 TION 9 (1)
By Execu	rtive Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

# For All Territory Served

P.S.C. No. 3 28th Revised Sheet No. 3a Cancelling P.S.C. No. 3 27th Revised Sheet No. 3a

Rate Per Unit  Minimum Charge:  The monthly customer charge. For temporary or seasonal service a minimum charge of \$755.16 per annum is required in lieu of the monthly customer charge payable at the time of request for service.  Temporary Service:  Temporary service shall be supplied in accordance with the foregoing rate except that the customer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. The Cooperative may require a deposit, in advance, or the full amount of the estimated bill for service, including the cost of connection and disconnection.  Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  PUBLIC SERVICE COMMISS ON OF KENTILCKY  Date of Issue 04/01/09 Date Effective 04/01/09FFECTIVE  Issued By The Losses Tries and Tries President 4th COSO.	' CLASSIFICATION OF SERVICE		
The monthly customer charge. For temporary or seasonal service a minimum charge of \$755.16 per annum is required in lieu of the monthly customer charge payable at the time of request for service.  Temporary Service:  Temporary service shall be supplied in accordance with the foregoing rate except that the customer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. The Cooperative may require a deposit, in advance, or the full amount of the estimated bill for service, including the cost of connection and disconnection.  Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  PUBLIC SERVICE COMMISS ON OF KENTUCKY  Date of Issue 04/01/09  Date of Issue 04/01/09  Date Effective 04/01/09FFECTIVE  Title President 44/7/99P	Large General Service - Schedule LGS		
Temporary service shall be supplied in accordance with the foregoing rate except that the customer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. The Cooperative may require a deposit, in advance, or the full amount of the estimated bill for service, including the cost of connection and disconnection.  Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  PUBLIC SERVICE COMMISS ON OF KENTUCKY  Date of Issue 04/01/09 Date Effective 04/01/09FFECTIVE  Issued By Title President 4/4/2099	The monthly customer charge. For temporary or seasonal service a minimum charge of \$755.16 per annum is required in lieu of the monthly customer charge		
The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  PUBLIC SERVICE COMMISS ON OF KENTUCKY  Date of Issue 04/01/09  Date Effective 04/01/09FFECTIVE  Issued By Title President 40/0980	Temporary service shall be supplied in accordance with the foregoing rate except that the customer shall pay in addition to the foregoing charges the total cost of connecting and disconnecting service less the value of materials returned to stock. The Cooperative may require a deposit, in advance, or the full amount of the estimated bill for service, including the cost of connection and		
Date of Issue 04/01/09  Date Effective 04/01/05 FFECTIVE  Title President 4/1/2000	The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel		
Date of Issue 04/01/09  Date Effective 04/01/05 FFECTIVE  Title President 41/4/2000			C8/1
Issued By P / / C C Title President and 2000			ON
Issued by authority of an order of the Public Service Commission of Kentucky (1)	Issued By Title President and	7 <del>2088</del> <del>7 807</del> KAR 5:011	

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No.

27th Revised Sheet No. 3a

Cancelling P.S.C. No. 3

26th Revised Sheet No. 3a

CLASSIFICAT	TION OF SERVICE	
Large General Service - Schedule LGS		Rate Per Unit
Minimum Charge:  The monthly customer charge. For temporal charge of \$708.00 per annum is required in lipayable at the time of request for service.		
Temporary Service:  Temporary service shall be supplied in accept that the customer shall pay in addition cost of connecting and disconnecting service to stock. The Cooperative may require a depot of the estimated bill for service, including disconnection.	n to the foregoing charg less the value of materia osit, in advance, or the f	es the total ls returned ull amount
Fuel Adjustment Clause:  The above rate may be increased or decrease the fuel adjustment amount per kwh as billed plus an allowance for line losses. The allowance for line is subject to all other applicable provises.	l by the Wholesale Pow ance for line losses will g average of such losses	er Supplier   not exceed   . This fuel
	CANCELLED	
	APR 0 1 2009	
	KENTUCKY PUBLIC SERVICE COMMISSION	
_	PUBI	LIC SERVICE COMMIS OF KENTUCKY
Date of Issue 12/20/07 Issued By	Date Effe	

Issued by authority of an order of the Public Service Commission of Kentucky (1) Case No. 2007-00022

Dated \_\_12/20/07

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

### For All Territory Served

P.S.C. No. 27th Revised Sheet No. 3b Cancelling P.S.C. No. 3 26th Revised Sheet No. 3b

Per Unit  rvice Provisions:  Delivery Point. If service is furnished at secondary voltage, the delivery point all be the metering point unless otherwise specified in the contract for service. I wiring, pole lines and other electric equipment on the load side of the delivery int shall be owned and maintained by the consumer.  If service is furnished at the Cooperative's primary line voltage, the delivery int shall be the point of attachment of the Cooperative's primary line to insumer's transformer structure unless otherwise specified in the contract for rvice. All wiring, pole lines and their electric equipment (except metering uipment) on the load side of the delivery point shall be owned and maintained	Per Unit  rvice Provisions: Delivery Point. If service is furnished at secondary voltage, the delivery point all be the metering point unless otherwise specified in the contract for service. It wiring, pole lines and other electric equipment on the load side of the delivery int shall be owned and maintained by the consumer.  If service is furnished at the Cooperative's primary line voltage, the delivery int shall be the point of attachment of the Cooperative's primary line to assumer's transformer structure unless otherwise specified in the contract for vice. All wiring, pole lines and their electric equipment (except metering aipment) on the load side of the delivery point shall be owned and maintained the consumer.  In the consumer of the Unit of the Unit of the Cooperative's primary line to assume the contract for vice. All wiring, pole lines and their electric equipment (except metering aipment) on the load side of the delivery point shall be owned and maintained the consumer.  In the Unit of Service is furnished at primary distribution voltage, a discount of \$0.40 shall ply to the demand charge.	ervice Provisions: Delivery Point. If service is furnished at secondary voltage, the delivery point	
Delivery Point. If service is furnished at secondary voltage, the delivery point all be the metering point unless otherwise specified in the contract for service. I wiring, pole lines and other electric equipment on the load side of the delivery int shall be owned and maintained by the consumer. If service is furnished at the Cooperative's primary line voltage, the delivery int shall be the point of attachment of the Cooperative's primary line to insumer's transformer structure unless otherwise specified in the contract for rvice. All wiring, pole lines and their electric equipment (except metering uipment) on the load side of the delivery point shall be owned and maintained	Delivery Point. If service is furnished at secondary voltage, the delivery point all be the metering point unless otherwise specified in the contract for service. I wiring, pole lines and other electric equipment on the load side of the delivery int shall be owned and maintained by the consumer. If service is furnished at the Cooperative's primary line voltage, the delivery int shall be the point of attachment of the Cooperative's primary line to assumer's transformer structure unless otherwise specified in the contract for vice. All wiring, pole lines and their electric equipment (except metering aipment) on the load side of the delivery point shall be owned and maintained the consumer.  Tryice at Primary Voltage:  If service is furnished at primary distribution voltage, a discount of \$0.40 shall ply to the demand charge.  The above rates are net and are due on the billing date, the gross rates being 5% gher. In the event the current monthly bill is not paid within 15 days from the	Delivery Point. If service is furnished at secondary voltage, the delivery point	Per Unit
If service is furnished at primary distribution voltage, a discount of \$0.40 shall ply to the demand charge.  Extense of Payment:  The above rates are net and are due on the billing date, the gross rates being 5%		I wiring, pole lines and other electric equipment on the load side of the delivery int shall be owned and maintained by the consumer. If service is furnished at the Cooperative's primary line voltage, the delivery int shall be the point of attachment of the Cooperative's primary line to insumer's transformer structure unless otherwise specified in the contract for rvice. All wiring, pole lines and their electric equipment (except metering uipment) on the load side of the delivery point shall be owned and maintained the consumer.  Extrice at Primary Voltage:  If service is furnished at primary distribution voltage, a discount of \$0.40 shall ply to the demand charge.  Extra of Payment:  The above rates are net and are due on the billing date, the gross rates being 5%	

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. <u>3</u> 26th Revised Sheet No. 3b Cancelling P.S.C. No. 3 25th Revised Sheet No. 3b

Name of Issuing Corporation

CLASSIFICATION OF SERVICE	
Large General Service - Schedule LGS	Rate Per Unit
Service at Primary Voltage:  If service is furnished at primary distribution voltage, a discount of \$0.40 shall	ANCELLED
Terms of Payment: The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	1
This schedule supersedes Schedule LGS Case No. 2006-00516.	

Date of Issue	12/20/07			0	D
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Issued by auth	ority of an o	rder of	the Pu	iblic Servi	ce C
	Case No	2007-	00022	V	_ [

ate EffectiveOHMENSUCKY Title President and CEOE

bmmission of Kentileky ated 12/20/97 CTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. <u>3</u>

27th Revised Sheet No. 4

Cancelling P.S.C. No. 3

26th Revised Sheet No. 4

Name of Issuing Corneration

CLASSIFICATION OF SERVICE		
Outdoor Lighting Service - Schedule OLS	Rate Per Unit	
Applicability: Available to members of the Cooperative for controlled lighting from dusk to dawn, approximately 4000 hours per year.		
Character of Service:  1. Standard Service: Street Lighting equipment furnished under the standard service rate shall consist of overhead service on wood poles within 300' of the Cooperative's existing 7200 or 14400 volt lines. The Cooperative will install, own, operate and maintain street lighting equipment including lamps, fixtures, circuits, protective equipment and transformers. The member shall pay the standard service rate.		
2. Ornamental Service: Upon request, the Cooperative will furnish, under the Ornamental Service Rate, ornamental poles of the Cooperative's choosing, together with overhead wiring as specified in 1. above. The member shall pay the Ornamental Service Rate.		
3. Directional Service: Upon request, the Cooperative will furnish, under the Directional Service Rate, directional lights on wood poles with overhead wiring as specified in 1. above. The member shall pay the Directional Service Rate.		
4. Other than systems specified under Standard, Ornamental or Directional Service should the member require either initially or upon replacement, a system or equipment other than described in 1, 2 or 3 above, the member may make a nonrefundable contribution to the Cooperative. Where installations are located		
within 300 feet of the Cooperative's existing 7200 or 14400 volt facilities, the contribution may be equal to the difference in the installed cost between the system or equipment so required and the cost of a conventional system specified in 1, 2 or 3 above. where installations are located greater than 300 feet of the Cooperative's 7200 or 14400 yelt facilities, the contribution have be equal to the		C8/1/0
Cooperative's 7200 or 14400 volt facilities, the contribution may be equal to the installed cost for the system or equipment required for service for the portion in Date of Issue 04/01/09  Date Effective 04/01/09	VIUUN	ON

Issued by authority of an order of the Public Service Commission Case No. 2008-00415 Date 1 03/

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

**P.S.C. No.** <u>3</u>

26th Revised Sheet No. 4

Cancelling P.S.C. No. 3

25th Revised Sheet No. 4

Name of Issuing Corporation	
CLASSIFICATION OF SERVICE	
Outdoor Lighting Service - Schedule OLS	Rate Per Unit
Applicability: Available to members of the Cooperative for controlled lighting from dusk to dawn, approximately 4000 hours per year.	CELLED
Character of Service:  1. Standard Service: Street Lighting equipment furnished under the standard service rate shall consist of overhead service on wood poles within 300 of the Cooperative's existing 7200 or 14400 volt lines. The Cooperative will install, own, operate and maintain street lighting equipment including lamps, fixtures, circuits, protective equipment and transformers. The member shall pay the standard service rate.	0 1 2009 CKY PUBLIC COMMISSION
2. Ornamental Service: Upon request, the Cooperative will furnish, under the Ornamental Service Rate, ornamental poles of the Cooperative's choosing, together with overhead wiring as specified in 1. above. The member shall pay the Ornamental Service Rate.	
3. Directional Service: Upon request, the Cooperative will furnish, under the Directional Service Rate, directional lights on wood poles with overhead wiring as specified in 1. above. The member shall pay the Directional Service Rate.	
4. Other than systems specified under Standard, Ornamental or Directional Service should the member require either initially or upon replacement, a system or equipment other than described in 1, 2 or 3 above, the member may make a nonrefundable contribution to the Cooperative. Where installations are located within 300 feet of the Cooperative's existing 7200 or 14400 volt facilities, the contribution may be equal to the difference in the installed cost between the system or equipment so required and the cost of a conventional system specified in 1, 2 or 3 above. where installations are located greater than 300 feet of the	
Cooperative's 7200 or 14400 volt facilities, the contribution may be equal to the installed cost for the system or equipment required for service for the portion in the po	NTUCKY
Date of Issue 12/20/07  Issued By Title President and Issued by authority of an order of the Public Service Commission of Kent Case No. 2007-00022  Date Effective For Title President and	<del></del>
By Execut	ive Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 P.S.C. No. 3 27th Revised Sheet No. 4a Cancelling P.S.C. No. 3 26th Revised Sheet No. 4a

Name of Issuing Corporation

CLASS	SIFICATION	OF SERVICE (I)		
Outdoor Lighting Service - Schedule OLS  excess of 300 feet, plus the cost difference if any, for that portion of the service or facilities under 300 feet. In a similar manner the member will pay the difference in the cost of operation and maintaining such a system or equipment and the cost of operation and maintaining a conventional overhead system.			Rate Per Unit	
			·	
5. Any installation costs which a payable at the time of installation.  Monthly Rate:	re to be borne	e by the member are due and		
Mercury Vapor	Watt			
7,000 Lumens (approx.)	207	Standard Service	\$ 8.29/Mo. (T)	
, , , , , , , , , , , , , , , , , , , ,		Ornamental Service	18.93/Mo. (T)	
20,000 Lumens (approx.)	453	Standard Service	\$15.93/Mo. (I)	
		Ornamental Service	25.16Mo. (I)	
High Pressure Sodium	Watt			
9,500 Lumens (approx.)	117	Standard Service	\$ 8.12/Mo. (T)	
		Ornamental Service	17.32/Mo. (I	
		Directional Service	8.21/Mo. (T	
22,000 Lumens (approx.)	242	Standard Service	\$11.50/Mo. (T	
		Ornamental Service	20.72/Mo. (T	
		Directional Service	11.28/Mo. (T	
50,000 Lumens (approx.)	485	Standard Service	\$17.27/Mo. (T	
, , , , , , , , , , , , , , , , , , , ,		Ornamental Service	26.00/Mo. (T	
		Directional Service	16.92/Mo. (I)	

Date of Issue 04/01/09
Issued By

Issued by authority of an order of the Public Service Commission of Ken

Case No. 2008-00415

Dated 03/31/002

Date Effective 04/01/09

Title President and CEO
Commission of Kentucky
OMMISSION
Dated \_\_03/31/00 KENTUCKY

EFFECTIVE
4/1/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Precion

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served P.S.C. No. 3 26th Revised Sheet No. 4a Cancelling P.S.C. No. 3 25th Revised Sheet No. 4a

CLASS	IFICATION	OF SERVICE (I)	
Outdoor Lighting Service - Sched	ule OLS		Rate Per Unit
excess of 300 feet, plus the cost difference facilities under 300 feet. In a similar in the cost of operation and maintaining of operation and maintaining a conve	manner the m	nember will pay the difference tem or equipment and the cost	CANCELLE
5. Any installation costs which ar payable at the time of installation.  Monthly Rate:	e to be borne	e by the member are due and	APR 0 1 2003 KENTUCKY PUBL SERVICE COMMISS
Mercury Vapor 7,000 Lumens (approx.)	<u>Watt</u> 207	Standard Service Ornamental Service	\$ 7.77/Mo. 17.75/Mo.
20,000 Lumens (approx.)	453	Standard Service Ornamental Service	\$14.94/Mo. 23.59Mo.
High Pressure Sodium 9,500 Lumens (approx.)	<u>Watt</u> 117	Standard Service Ornamental Service Directional Service	\$ 7.61/Mo. 16.24/Mo. 7.70/Mo.
22,000 Lumens (approx.)	242	Standard Service Ornamental Service Directional Service	\$10.78/Mo. 19.43/Mo. 10.58/Mo.
50,000 Lumens (approx.)	485	Standard Service Ornamental Service Directional Service	\$16.19/Mo. 24.38/Mo. 15.86/Mo.

Issued By

Date Effective 1/01/08 Title President and CFO

**EFFECTIVE** 1/1/2008 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served P.S.C. No. <u>3</u> 27th Revised Sheet No. 4b Cancelling P.S.C. No. 3 26th Revised Sheet No. 4b

CLASSIFICATION OF SERVICE (T)	
Outdoor Lighting Service - Schedule OLS	Rate Per Unit
Minimum Charge:  First year, or any portion thereof, the sum of the monthly charge multiplied by 12 per unit payable in advance. Thereafter, the monthly charge per month per unit.  Additional Charges:  The above charge and term applies to lights mounted on existing Cooperative poles with 120 volts available, or on Cooperative poles, to be set, within 150 feet of an existing 120 volt source. If additional secondary service poles, or conductor, is required the term of the agreement shall be extended in proportion to the number of additional poles needed in excess of one, at the rate of the sum of the monthly charge multiplied by 12 for each additional pole, all paid in advance at the time of commencement of service.	
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses.  The monthly energy to which this clause applies for billing purposes is the average monthly operations of 333 hours times the wattage listed above for the appropriate light.  This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.	
Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  This schedule supersedes Schedule OLS Case No. 2007-000 22.	C

Case No. 2008-00415

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served
P.S.C. No. 3
26th Revised Sheet No. 4b
Cancelling P.S.C. No. 3
25th Revised Sheet No. 4b

CLASSIFICATION OF SERVICE (T)		
Outdoor Lighting Service - Schedule OLS	Rate Per Unit	
The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses.  The monthly energy to which this clause applies for billing purposes is the average monthly operations of 333 hours times the wattage listed above for the appropriate light.  This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	NCELLED  R 0 1 2009  TUCKY PUBLIC CE COMMISSION	
Date of Issue 12/20/87  Issued By	@ RO7 KAR 5:011	
By Executi	ve Director	

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3 28<sup>th</sup> Revised Sheet No. 1 Cancelling P.S.C. No. 3 27th Revised Sheet No. 1

## Name of Issuing Corporation

CLASSIFICATION OF SERVICE (I)		
All Electric School - Schedule AES	Rate Per Unit	
Applicability:  Available to all public or nonprofit private schools whose total energy requirement excluding lighting for athletic fields, is supplied by electricity furnished by the Cooperative.		
<u>Character of Service:</u> Single or three-phase 60 Hertz alternating current, at the Cooperative's prevailing voltage levels.		
Monthly Rate:		
Customer Charge Energy Charge - For All kWh	\$62.33/Meter (I) \$.07543/kWh (I)	
Minimum Charge:  The minimum annual charge will be not less than \$19.00 per kva of required transformer capacity as determined by the Cooperative.		
Term of Contract:  Service under this rate schedule will be furnished under an "Agreement for purchase of Power" for a term of not less than five (5) years.		
	C 8/1/09	
7. 7. 04/01/00		
Date of Issue 04/01/09 Date Effective 04/01/09  Issued By Title President and	E COMMISSION	
Issued by authority of an order of the Public Service Commission of Kent	icky.e	
Case No. 2008-00415 Dated 03/31/094/1		

By Apolitic Director

SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 27th Revised Sheet No. 1 Cancelling P.S.C. No. 3 26th Revised Sheet No. 1

SECTION 9 (1)

Executive Director

### Name of Issuing Corporation

CLASSIFICATION OF SERVICE (I)		
All Electric School - Schedule AES	Rate Per Unit	
Applicability:  Available to all public or nonprofit private schools whose total energy requirement excluding lighting for athletic fields, is supplied by electricity furnished by the Cooperative.	CANCELLE	
<u>Character of Service:</u> Single or three-phase 60 Hertz alternating current, at the Cooperative's prevailing voltage levels.	APR 0 1 200 KENTUCKY PUE SERVICE COMMIS	
Monthly Rate:		
Customer Charge Energy Charge - For All kwh	\$58.44/Meter 7.072c/kwh	
Minimum Charge:  The minimum annual charge will be not less than \$19.00 per kva of required transformer capacity as determined by the Cooperative.		
Term of Contract:  Service under this rate schedule will be furnished under an "Agreement for purchase of Power" for a term of not less than five (5) years.		
	·	
Issued By	ACTE OCKY	
Case No. 2007-00022 Dated 12/20/07 <sup>1/1</sup>	/2008 O 807 KAR 5:011	

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

### For All Territory Served

P.S.C. No. 3 31st Revised Sheet No. 5c Cancelling P.S.C. No. 3 32nd Revised Sheet No. 5c

Name of Issuing Corporation

CLASSIFICATION OF SERVICE (T)		
All Electric School - Schedule AES	Rate Per Unit	
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.		
Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.		
This schedule supersedes Schedule AES Case No. 2007-00022.		

Date of Issue

Issued By Title Presider
Issued by authority of an order of the Public Service Commission of

Case No. 2008-00415

Dated

4/1/2009

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. 30th Revised Sheet No. 5c

Cancelling P.S.C. No. 3

31st Revised Sheet No. 5c

Name of Issuing Corporation

CLASSIFICATION OF SERVICE (T)	
All Electric School - Schedule AES	Rate Per Unit
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kw the fuel adjustment amount per kwh as billed by the Wholesale Power plus an allowance for line losses. The allowance for line losses will a 10% and is based on a twelve month moving average of such losses. clause is subject to all other applicable provisions as set out in 807 K.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates	er Supplier not exceed This fuel AR 5:056.
higher. In the event the current monthly bill is not paid within 15 day date of the bill, the gross rates shall apply.	APR 0 1 2009
This schedule supersedes Schedule AES Case No. 2006-00516.	SERVICE COMMISSION

Date of Issue Issued By Issued by authority of an order of the Public Service Commission of Kontracty CKY Case No. \_\_2007-00022

Title Bresident and GEO OMMISSION

12/20/0年FFECTIVE Dated\_ 1/1/2008

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

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. <u>3</u>

25th Revised Sheet No. 7 Cancelling P.S.C. No. 3

24th Revised Sheet No. 7

CLASSIFICATION OF SERVICE (I)		
Large Industrial Service - Schedule LIS 3	Rate Per Unit	
Applicability: Available to all members of the Cooperative for all service where the monthly contract demand is 10,000KW and above. All use is subject to the established rules and regulations of the Cooperative.		
Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.		
Character of Service: Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:		
Customer Charge Demand Charge - Per Billing kW Energy Charge - For All kWh	\$1173.68/Mo (I) \$7.02/kW (I) \$.04193/kWh (I)	
Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed  (A) The contract demand		
(B) The kilowatt demand as metered at the load center shall be the highest average rate at which energy is used during any fifteen minute interval during the current month during the below listed hours:	C8/1/09	
Months Hours Applicable for Demand Billing-EST		
October - April 7:00 A.M. to 12:00 Noon;		
17147 Deptember	CE COMMISSION NTUCKY CTIVE	
Date of Issue 04/01/09 Date Effective 04/0	72709	
Issued By Title President an	P 867 KAR 5:011	
Issued by authority of an order of the Public Service Commission of Kent	učký.	
Case No		

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. <u>3</u>

24th Revised Sheet No. 7 Cancelling P.S.C. No. 3

23rd Revised Sheet No. 7

CLASSIFICATION OF SERVICE (I)		
Large Industrial Service - Schedule LIS 3	Rate Per Unit	
Applicability: Available to all members of the Cooperative for all service where the monthly contract demand is 10,000KW and above. All use is subject to the established rules and regulations of the Cooperative.  Condition: An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.	CANCELLEI  APR 0 1 2009  KENTUCKY PUBLIFERVICE COMMISSI	
Character of Service:  Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:		
Customer Charge Demand Charge - Per Billing KW Energy Charge - For All kwh	\$1100.44/Mo 6.58/KW 3.931c/kwh	
Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed  (A) The contract demand  (B) The kilowatt demand as metered at the load center shall be the highest average rate at which energy is used during any fifteen minute interval during the current month during the below listed hours:		
May - September 10:00 A M to 10:00 P M EFFE	CE COMMISSIO NTUCKY ECTIVE 12007	
Date of Issue 7/25/07  Issued By	90907 KAR 5:011	

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. <u>3</u> 25th Revised Sheet No. 7a Cancelling P.S.C. No. 3 24th Revised Sheet No. 7a

Name of Issuing Corporation

CLASSIFICATION OF SERVICE		
Large Industrial Service - Schedule LIS 3	Rate Per Unit	
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of the consumer charge plus the product of the billing demand multiplied by the demand charge per KW.		
Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.		
Fuel Adjustment Clause:  The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.		
Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.		
This schedule supersedes Schedule LIS 3, Case No. 2006-00516.		

Date of Issue 04/01/09, Issued By Issued by authority of an order of the Public Service Commission of Kentill CKY Case No. <u>2008-00415</u>

Date Effective 04/01/09 TRILE BYLLEGICE ERYLLICEE OOMMISSION

Dated 03/31/05 4/1/2009

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

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 24th Revised Sheet No. 7a Cancelling P.S.C. No. 3 23rd Revised Sheet No. 7a

Name of Issuing Cornoration

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 3	Rate Per Unit
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of the consumer charge plus the product of the billing demand multiplied by the demand charge per KW.  Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	CANCELI  APR 0 1 20  KENTUCKY PL  ERVICE COMM
Fuel Adjustment Clause:  The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.	
Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  This schedule supersedes Schedule LIS 3, Case No. 2006-00479.	

Date of Issue 7/25/07 Issued By\_ Issued by authority of an order of the Public Service Commission of Kentucky Case No. \_\_2006-00516

ERVICE COMMISSION Dated 7/25/07 8/1/2007 **PURSUANT TO 807 KAR 5:011** 

SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3

14th Revised Sheet No. 8

Cancelling P.S.C. No. 3

13th Revised Sheet No. 8

CLASSIFICATION OF SERVICE	CLASSIFICATION OF SERVICE (I)		
Large Industrial Service - Schedule LIS 1	Rate Per Unit		
Applicability: Available to all members of the Cooperative for all service where contract demand is between 1000KW and 4999 KW. All use is su established rules and regulations of the Cooperative.			
Condition:  An "Agreement for Purchased Power" shall be executed by the conservice under this schedule.	onsumer for		
Character of Service: Three-phase 60 Hertz alternating current as specified in Agr Purchased Power. Monthly Rate:	reement for		
Customer Charge Demand Charge - Per Billing KW Energy Charge - For All kWh	\$587.40/Mo. (I) \$8.59/KW (I) \$.04666/kWh (I)		
Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) list  (A) The contract demand	ed below:		
(B) The kilowatt demand as metered at the load center highest average rate at which energy is used during minute interval during the current month during the hours:	g any fifteen below listed		
Months         Hours Applicable for Demand           October - April         7:00 A.M. to 12:00 Noor           5:00 P.M. to 10:00 P.M.           May - September         10:00 A.M. to 10:00 P.M.	LIC SERVICE COMMISSION OF KENTUCKY		
Date of Issue 04/01/09 Date Effective F	4/1/2009 PUDARUMNUT TO 807 KAR 5:011		
Issued By Title Issued by authority of an order of the Public Service Committee	President and CEO1)		
Case No	10/		

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No.

13th Revised Sheet No. 8

Cancelling P.S.C. No. 3

12th Revised Sheet No. 8

CLASSIFICATION OF SERVICE (I)	
Large Industrial Service - Schedule LIS 1	Rate Per Unit
Applicability: Available to all members of the Cooperative for all service where the monthly contract demand is between 1000KW and 4999 KW. All use is subject to the established rules and regulations of the Cooperative.	
Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.	CANCELL APR 0 1 20
Character of Service: Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:	
Customer Charge Demand Charge - Per Billing KW Energy Charge - For All kwh	\$550.74/Mo. 8.05/KW 4.375c/kwh
Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed below:  (A) The contract demand  (B) The kilowatt demand as metered at the load center shall be the highest average rate at which energy is used during any fifteen minute interval during the current month during the below listed hours:	
Months October - April	CE COMMISS NTUCKY ECTIVE
May - September 10:00 A.M. to 10:00 P.M. 8/1  Date of Issue 3/25/07 Date Effective SE/01  Issued By Title President and Case No. 2006-00516	/2007 <del>D 807 KAR 5:01</del>   <b>/0</b>    9 (1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 14th Revised Sheet No. 8a Cancelling P.S.C. No. 3 13th Revised Sheet No. 8a

Name of Issuing Corporation

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 1	Rate Per Unit
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of the consumer charge plus the product of the billing demand multiplied by the demand charge per KW.	
Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	
Fuel Adjustment Clause:  The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.	
Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	
This schedule supersedes Schedule LIS 1, Case No. 2006-00516.	

Date of Issue 04/01/09 Issued By Issued by authority of an order of the Public Service Commission of Kethoky CKY

Case No. 2008-00415

Date Effective 04/01/09

TRILEBITES CONFRIGHT OF THE PROPERTY OF THE PR

Dated \_\_03/31/09\_4/1/2009

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 13th Revised Sheet No. 8a Cancelling P.S.C. No. 3 12th Revised Sheet No. 8a

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 1	Rate Per Unit
Minimum Monthly Charge:	
The minimum monthly charge shall not be less than the sum of the consumer-	
charge plus the product of the billing demand multiplied by the demand charge	ANCELLE
per KW.	APR II 1 2000
KE	APK 0 1 2009
Power Factor Adjustment:	VICE COMMISSI
The consumer agrees to maintain a unity power factor as nearly as practicable at	20141141133
each delivery point at the time of the monthly maximum demand. When the	
power factor is determined to be less than 90%, the monthly maximum demand at	
the delivery point will be adjusted by multiplying the actual monthly maximum	
demand by 90% and dividing this product by the actual power factor at the time of	
the monthly maximum demand.	
E 1 A V and a Colombia	
Fuel Adjustment Clause:	
The above rate may be increased or decreased by amount per kwh equal to the	
fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10%	
and is based on a twelve month moving average of such losses. This fuel clause	
is subject to all other applicable provisions as set out in 807 KAR 5:056.	
is subject to an other approadic provisions as set out in 607 12 at 5.050.	
Terms of Payment:	1
The above rates are net and are due on the billing date, the gross rates being 5%	
higher. In the event the current monthly bill is not paid within 15 days from the	
date of the bill, the gross rates shall apply.	
This schedule supersedes Schedule LIS 1, Case No. 2006-00479.	

Date of Issue 7/25/07 Issued By Issued by authority of an order of the Public Service Commission of Kentucky Case No. 2006-00516

Date Effective 8/01/07 TRUBLEGISERY/CEEGOMMISSION

Dated 7/25/07 8/1/2007

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

**Executive Director** 

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3

14th Revised Sheet No. 9

Cancelling P.S.C. No. 3

13th Revised Sheet No. 9

CLASSIFICATION OF SERVICE (I)	•
Large Industrial Service - Schedule LIS 2	Rate Per Unit
Applicability: Available to all members of the Cooperative for all service where the monthly contract demand is between 5000KW and 9999 KW. All use is subject to the established rules and regulations of the Cooperative.	
Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.	
Character of Service: Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.	
Monthly Rate:	
Customer Charge  Demand Charge - Per Billing kW  Energy Charge - For All kWh	\$1173.68/Mo (I) \$ 8.59/kW (I) \$.04309/kWh (I)
Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed below  (A) The contract demand	
(B) The kilowatt demand as metered at the load center shall be the highest average rate at which energy is used during any fifteen minute interval during the current month during the below listed hours:	08/1/09
Months October - April  October - April  7:00 A.M. to 12:00 Policit IC SERVIO 5:00 P.M. to 10:00 P.M. OF KE	
Way - September 10.00 A.W. to 10.00 F.W. 4/1	2009
Date of Issue 04/01/09  Issued By  Title President and	1/09 KAR 5:011
Issued By Title President and Issued by authority of an order of the Public Service Com	1
Case No	Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

### For All Territory Served

P.S.C. No. 3 13th Revised Sheet No. 9 Cancelling P.S.C. No. 3 12th Revised Sheet No. 9

	CLASSIFICATION OF SERVICE (I)	
Large Industrial Service - Schedule LIS 2	Rate Per Unit	
Applicability: Available to all members of the Cooperative for all service where the recontract demand is between 5000KW and 9999 KW. All use is subjected that it is subjected to the cooperative and regulations of the Cooperative.	- 1	
Condition:  An "Agreement for Purchased Power" shall be executed by the consuservice under this schedule.		
Character of Service: Three-phase 60 Hertz alternating current as specified in Agreem Purchased Power.	APR 0 1 200 Nent for KENTUCKY PUBSERVICE COMMIS	
Monthly Rate:		
Customer Charge Demand Charge - Per Billing KW Energy Charge - For All kwh	\$1100.44/Mo 8.05/KW 4.040c/kwh	
Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed b  (A) The contract demand  (B) The kilowatt demand as metered at the load center shal highest average rate at which energy is used during any minute interval during the current month during the belo	ll be the y fifteen	
hours:  Months Hours Applicable for Dem和也Billi October - April 7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M.	OF KENTUCKY EFFECTIVE	
May - September 10:00 A.M. to 10:00 P.M <sub>PUS</sub>	8/∮/2007 RSUANT TO 807 KAR 5:01	

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 3 14th Revised Sheet No. 9a Cancelling P.S.C. No. 3 13th Revised Sheet No. 9a

Name of Issuing Corporation

CLASSIFICATION OF SERVICE (T)	
Large Industrial Service - Schedule LIS 2	Rate Per Unit
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of the consumer charge plus the product of the billing demand multiplied by the demand charge per KW.	
Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	
Fuel Adjustment Clause:  The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.	
Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	
This schedule supersedes Schedule LIS 2, Case No. 2006-00516.	

Date of Issue 04/01/09 Issued By

Issued by authority of an order of the Public Service Commission of Kennikly CKY

Case No. 2008-00415 Dated 03/31/09 4/4/2009

Date Effective 04/01/09

TRUPLESCERNICECOMMISSION

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. 3 13th Revised Sheet No. 9a Cancelling P.S.C. No. 3 12th Revised Sheet No. 9a

CLASSIFICATION OF SERVICE (T)	
Large Industrial Service - Schedule LIS 2	Rate Per Unit
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of the consumer charge plus the product of the billing demand multiplied by the demand charge per KW.	
Power Factor Adjustment: The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	DELLED 0 1 2009
Fuel Adjustment Clause: KENTU	CKY PUBLIC COMMISSION
Terms of Payment: The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	
This schedule supersedes Schedule LIS 2, Case No. 2006-00479.	

Issued By Sauthority of an order of the Public Service C	ate Effective 8/01/07 Title President WILE GOMMISSION ommission of Kentucky Dated 7/25/07 8/1/2007 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**Executive Director** 

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. <u>3</u> 14th Revised Sheet No. 10

Cancelling P.S.C. No. 3

13th Revised Sheet No. 10

CLASSIFICATION OF SERVICE (I)	
Large Industrial Service - Schedule LIS 4	Rate Per Unit
Applicability:  Available to all members of the Cooperative for individual metered service where the monthly contract demand is 500 - 4999 KW with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition:	
An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.	
Character of Service:  Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:	·
Customer Charge Demand Charge - Per Billing kW Energy Charge - For All kWh	\$587.40/Mo. (I) \$5.92/kW (I) \$.04867/kWh (I)
Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed below  (A) The contract demand  (B) The ultimate consumer's highest demand during the current month or preceding eleven months coincide with load center's peak demand. The load center's peak demand is the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power	20/129
factor as provided herein:  Months  Hours Applicable for Demand Billing-EST	C8/1/09
October - April 7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M. SERVIC May - September 10:00 A.M. to 10:00 P.M. EFFE	E COMMISSION NTUCKY CTIVE
Issued By Title President and	
Issued by authority of an order of the Public Service Commission of Kent Case No. 2008-00415	ucky.

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. <u>3</u>

13th Revised Sheet No. 10

Cancelling P.S.C. No. 3

12th Revised Sheet No. 10

An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service:  Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:  Customer Charge Demand Charge - Per Billing KW Energy Charge - For All kwh  Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed below  (A) The contract demand  (B) The ultimate consumer's highest demand during the current month or preceding eleven months coincide with load center's peak demand. The load center's peak demand is the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power factor as provided herein:  Months  Hours Applicable for Demand Billing-EST October - April  OCTOBER 12.00 NOURLIC SERVICE COMMISSION	Large Industrial Service - Schedule LIS 4	Rate Per Unit	
Customer Charge Demand Charge - Per Billing KW Energy Charge - For All kwh  Determination of Billing Demand: The monthly billing demand shall be the greater of (A) or (B) listed below  (A) The contract demand  (B) The ultimate consumer's highest demand during the current month or preceding eleven months coincide with load center's peak demand. The load center's peak demand is the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power factor as provided herein:  Months Hours Applicable for Demand Billing-EST October - April  7:00 A.M. to 12:00 NOON, OF KENTUCKY	Available to all members of the Cooperative for individual metered service where the monthly contract demand is 500 - 4999 KW with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service:  Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.	APR 0	<b>200</b>
The monthly billing demand shall be the greater of (A) or (B) listed below  (A) The contract demand  (B) The ultimate consumer's highest demand during the current month or preceding eleven months coincide with load center's peak demand. The load center's peak demand is the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power factor as provided herein:    Months	Customer Charge Demand Charge - Per Billing KW	5.55/KW	٠
5:00 DM to 10:04 DM OF NENTUCKY	The monthly billing demand shall be the greater of (A) or (B) listed below  (A) The contract demand  (B) The ultimate consumer's highest demand during the current month or preceding eleven months coincide with load center's peak demand. The load center's peak demand is the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power factor as provided herein:		
May - September 10:00 A.M. to 10:00 P.M. EFFECTIVE  May - September 10:00 A.M. to 10:00 P.M. 8/1/2007  PURSUANT TO 807 KAR 5:01	5:00 P.M. to 10:00 P.M. EFF	ECTIVE 1/2007	ION

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 14th Revised Sheet No. 10a Cancelling P.S.C. No. 3 13th Revised Sheet No. 10a

Name of Issuing Corporation

CLASSIFICATION OF SERVICE (T)	
Large Industrial Service - Schedule LIS 4	Rate Per Unit
Minimum Monthly Charge:	
The minimum monthly charge shall not be less than the sum of (A), (B), and (C)	
below:	
(A) The customer charge, plus	
<ul><li>(B) The product of the billing demand multiplied by the demand charge, plus</li><li>(C) The product of the billing demand multiplied by 400 hours and the energy charge per kwh.</li></ul>	
Power Factor Adjustment:	
The consumer agrees to maintain a unity power factor as nearly as practicable at	
each delivery point at the time of the monthly maximum demand. When the	
power factor is determined to be less than 90%, the monthly maximum demand at	•
the delivery point will be adjusted by multiplying the actual monthly maximum	
demand by 90% and dividing this product by the actual power factor at the time of	
the monthly maximum demand.	
Fuel Adjustment Clause:	
The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause	
is subject to all other applicable provisions as set out in 807 KAR 5:056.	
Terms of Payment:	
The above rates are net and are due on the billing date, the gross rates being 5%	
higher. In the event the current monthly bill is not paid within 15 days from the	
date of the bill, the gross rates shall apply.	
Service at Transmission Voltage:	
If service is furnished at transmission voltage, a discount equal to the Customer	PULK
Charge shall apply.	-0/1/01

Date of Issue Issued By

Issued by authority of an order of the Public Service Commission of Kentucky KAR 5:011

Case No. 2008-00415

PUBLIC SERVICE COMMISSION

Date Effective FOKABINTOUCKY Title President and CEO

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. <u>3</u> 13th Revised Sheet No. 10a Cancelling P.S.C. No. 3 12th Revised Sheet No. 10a

**Executive Director** 

CLASSIFICATION OF SERVICE (T)	
Large Industrial Service - Schedule LIS 4	Rate Per Unit
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:  (A) The customer charge, plus (B) The product of the billing demand multiplied by the demand charge, plus (C) The product of the billing demand multiplied by 400 hours and the energy charge per kwh.  Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.  Fuel Adjustment Clause:  The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.	ANCELLED APR 0 1 2009 ENTUCKY PUBLIC VICE COMMISS OF
This schedule supersedes Schedule LIS 4, Case No. 2006-00479.  PUBLIC SERVI  Date of Issue 7/25/07  Issued By  Issued by authority of an order of the Public Service Commission of Kept  Case No. 2006-00516  Date Effective OF ME  Title President and  Lated 7/25/03 ECT	2007 15 807 KAR 5:011

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3

14th Revised Sheet No. 11 Cancelling P.S.C. No. 3 13th Revised Sheet No. 11

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 5	Rate Per Unit
Applicability:  Available to all members of the Cooperative for individual metered service where the monthly contract demand is 5000 - 9999 KW with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for	
service under this schedule.	
Character of Service:	
Three-phase 60 Hertz alternating current as specified in Agreement for	
Purchased Power.	
Monthly Rate:	
Customer Charge	\$1173.68/Mo (I)
Demand Charge - Per Billing kW	\$ 5.92/kW (I)
Energy Charge - For All kWh	\$.04510/kWh (I)
Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed below:  (A) The contract demand  (B) The ultimate consumer's highest demand during the current month or preceding eleven months coincide with load center's peak	
demand. The load center's peak demand is the highest average	
rate at which energy is used during any fifteen minute interval in	110
the below listed hours for each month and adjusted for power	C8/1/09
factor as provided herein:	0 , 1
Months October - April  Months October - April  Months 1:00 A.M. to 12:00 Noon;	
5:00 P.M. to 10:00 BUBLIC SERVI	CE COMMISSION
UF NE	NTUCKY CTIVE
Date of Issue 04/01/09 Date Effective AND 11/10	12009 H/097 KAR 5:011
Issued By Title President and	
Issued by authority of an order of the Public Service Commission of Kent	ucky.
Case No. 2008-00415 Pate By Williams	Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

### For All Territory Served

P.S.C. No. 3 13th Revised Sheet No. 11 Cancelling P.S.C. No. 3 12th Revised Sheet No. 11

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 5	Rate Per Unit
Applicability: Available to all members of the Cooperative for individual metered service where the monthly contract demand is 5000 - 9999 KW with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition: An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service: Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:  Customer Charge Demand Charge - Per Billing KW Energy Charge - For All kwh  Energy Charge - For All kwh  Determination of Billing Demand: The monthly billing demand shall be the greater of (A) or (B) listed below:  (A) The contract demand  (B) The ultimate consumer's highest demand during the current month or preceding eleven months coincide with load center's peak demand. The load center's peak demand is the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power factor as provided herein:	\$1100.44/Mo 5.55/KW 4.229c/kwh
May - September 10:00 A.M. to 10:00 P.M. EFFE	CTIVE /2007
Issued By  Issued by authority of an order of the Public Service Com  Case No. 2006-00516	

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 3 14th Revised Sheet No. 11a Cancelling P.S.C. No. 3 13th Revised Sheet No. 11a

Name of Issuing Corporation

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 5	Rate Per Unit
Minimum Monthly Charge:	
The minimum monthly charge shall not be less than the sum of (A), (B), and (C)	
below:	
(A) The customer charge, plus	
<ul><li>(B) The product of the billing demand multiplied by the demand charge, plus</li><li>(C) The product of the billing demand multiplied by 400 hours and the energy</li></ul>	
charge per kwh.	
Power Factor Adjustment:	
The consumer agrees to maintain a unity power factor as nearly as practicable at	
each delivery point at the time of the monthly maximum demand. When the	
power factor is determined to be less than 90%, the monthly maximum demand at	
the delivery point will be adjusted by multiplying the actual monthly maximum	
demand by 90% and dividing this product by the actual power factor at the time of	
the monthly maximum demand.	
Fuel Adjustment Clause:	
The above rate may be increased or decreased by amount per kwh equal to the	
fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10%	
and is based on a twelve month moving average of such losses. This fuel clause	
is subject to all other applicable provisions as set out in 807 KAR 5:056.	
Terms of Payment:	
The above rates are net and are due on the billing date, the gross rates being 5%	
higher. In the event the current monthly bill is not paid within 15 days from the	
date of the bill, the gross rates shall apply.	
Service at Transmission Voltage:	11
If service is furnished at transmission voltage, a discount equal to the Customer	18/1/10
Charge shall apply.	C01.10

This schedule supersedes Schedule LIS 5, Case No. 2006-0(516.

Date of Issue 04/01/09

Issued By

Issued by authority of an order of the Public Service C

Case No. 2008-00415

PUBLIC SERVICE COMMISSION

Date Effective FOLLOWOD CKY

Title President and CEO

ommissions of Kentucky KAR 5:011

Dated 03/31/99CTION 9 (1)

Executive Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3 13th Revised Sheet No. 11a Cancelling P.S.C. No. 3 12th Revised Sheet No. 11a

CLASSIFICATION OF SERVICE		
Large Industrial Service - Schedule LIS 5	Rate Per Unit	
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:  (A) The customer charge, plus (B) The product of the billing demand multiplied by the demand charge, plus (C) The product of the billing demand multiplied by 400 hours and the energy charge per kwh.  Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at leach delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.  Fuel Adjustment Clause:  The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	APR 0 1 2009	
EFFE	CE COMMISSION NTUCKY CCTIVE 2007	
PURSUANTIC	2 807 KAR 5:011 2N 9 (1) 27 2 2 6 Director	

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3

14th Revised Sheet No. 12

Cancelling P.S.C. No. 3 13th Revised Sheet No. 12

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 6	Rate Per Unit
Applicability: Available to all members of the Cooperative for individual metered service where the monthly contract demand is 10,000 KW and above with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition: An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service: Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:	y or
Customer Charge Demand Charge - Per Billing kW Energy Charge - For All kWh	\$1173.68/Mo (I) \$ 5.92/kW (I) \$.04069/kWh (I)
Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed below  (A) The contract demand  (B) The ultimate consumer's highest demand during the current mont or preceding eleven months coincide with load center's peademand. The load center's peak demand is the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power factor as provided herein:  Months  Hours Applicable for Demand Billing-ES	h k e e n C8/1/09
October - April 7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M. OF K	
Date of Issue 04/01/09  Issued By  Issued by authority of an order of the Public Service Commission of Kerner Case No. 2008-00415  Date Effective And Title President of the Public Service Commission of Kerner Case No. 2008-00415	112003 1101/09 KAR 5:011 1101/09 KAR 5:011

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No.

13th Revised Sheet No. 12

Cancelling P.S.C. No. 3

12th Revised Sheet No. 12

CLASSIFICATION OF SERVICE		
Large Industrial Service - Schedule LIS 6	Rate Per Unit	
Applicability:  Available to all members of the Cooperative for individual metered service where the monthly contract demand is 10,000 KW and above with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service:  Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:  Customer Charge  Demand Charge - Per Billing KW  Energy Charge - For All kwh  Energy Charge - For All kwh  Determination of Billing Demand:  The monthly billing demand shall be the greater of (A) or (B) listed below:  (A) The contract demand  (B) The ultimate consumer's highest demand during the current month or preceding eleven months coincide with load center's peak demand. The load center's peak demand is the highest average rate at which energy is used during any fifteen minute interval in the below listed hours for each month and adjusted for power factor as provided herein:	5.55/KW 3.815c/kwh	
May - September 10:00 A.M. to 10:00 P.M. 8/1	CTIVE /2007	
Issued By  Issued by authority of an order of the Public Service Com  Case No. 2006-00516		μ

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 3 14th Revised Sheet No. 12a Cancelling P.S.C. No. 3 13th Revised Sheet No. 12a

Name of Issuing Corporation

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 6	Rate Per Unit
Minimum Monthly Charge: The minimum monthly charge shall not be less than the sum of (A), (B), and (C)	
below:	
(A) The customer charge, plus	
<ul><li>(B) The product of the billing demand multiplied by the demand charge, plus</li><li>(C) The product of the billing demand multiplied by 400 hours and the energy charge per kwh.</li></ul>	
Power Factor Adjustment:	
The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at	
the delivery point will be adjusted by multiplying the actual monthly maximum	
demand by 90% and dividing this product by the actual power factor at the time of	
the monthly maximum demand.	
Fuel Adjustment Clause:	
The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus	
an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause	0
is subject to all other applicable provisions as set out in 807 KAR 5:056.	
Terms of Payment:	
The above rates are net and are due on the billing date, the gross rates being 5%	
higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.	5.5
Service at Transmission Voltage:	00/1
If service is furnished at transmission voltage, a discount equal to the Customer	[ 8/1/09
Charge shall apply.	

This schedule supersedes Schedule LIS 6, Case No. 2006-00516UBLIC SERVICE COMMISS ON

Date of Issue 04/01/09 Issued By

Issued by authority of an order of the Public Service Commissions of KAR 5:011

Case No. 2008-00415

Date Effective F MENTOGCKY Title President and CEO

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

### For All Territory Served

P.S.C. No. 3 13th Revised Sheet No. 12a Cancelling P.S.C. No. 3 12th Revised Sheet No. 12a

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an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.  This schedule supersedes Schedule LIS 6, Case No. 2006-00 479 UBLIC SERVICE COMMISS Of Date of Issue 7/25/07		
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is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.  This schedule supersedes Schedule LIS 6, Case No. 2006-00479UBLIC SERVICE COMMISS Of Date of Issue 7/25/07  Issued By Title President and 2509  Issued by authority of an order of the Public Service Commissions of Kentuck 877 KAR 5:011  Case No. 2006-00516  By  By		
Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.  This schedule supersedes Schedule LIS 6, Case No. 2006-00 479 UBLIC SERVICE COMMISS Of Date of Issue 7/25/07  Issued By  Issued By  Issued by authority of an order of the Public Service Commissions of Kentuc 897 KAR 5:011  Case No. 2006-00516  By  By		
higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.  This schedule supersedes Schedule LIS 6, Case No. 2006-00479 UBLIC SERVICE COMMISS Of Date of Issue 7/25/07  Issued By Title President and 2500  Issued by authority of an order of the Public Service Commissions of Kart 1000 (1)  Case No. 2006-00516  By By	Terms of Payment:	*.
date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.  This schedule supersedes Schedule LIS 6, Case No. 2006-00 479 UBLIC SERVICE COMMISS Of Date of Issue 7/25/07  Issued By Title President and School Issued by authority of an order of the Public Service Commissions of Akantus 887 KAR 5:011  Case No. 2006-00516  By	The above rates are net and are due on the billing date, the gross rates being 5%	
date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.  This schedule supersedes Schedule LIS 6, Case No. 2006-00 479 UBLIC SERVICE COMMISS Of Date of Issue 7/25/07  Issued By Title President and School Issued by authority of an order of the Public Service Commissions of Akantus 887 KAR 5:011  Case No. 2006-00516  By	higher. In the event the current monthly bill is not paid within 15 days from the	
If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.  This schedule supersedes Schedule LIS 6, Case No. 2006-00479 UBLIC SERVICE COMMISS Of Date of Issue 7/25/07  Issued By	date of the bill, the gross rates shall apply.	
Charge shall apply.  This schedule supersedes Schedule LIS 6, Case No. 2006-00479 UBLIC SERVICE COMMISS Of Date of Issue 7/25/07  Issued By	Service at Transmission Voltage:	
This schedule supersedes Schedule LIS 6, Case No. 2006-00479 UBLIC SERVICE COMMISS Of Date of Issue 7/25/07	If service is furnished at transmission voltage, a discount equal to the Customer	
Date of Issue 7/25/07 Issued By Issued by authority of an order of the Public Service Commissions of Kenneck Na 5:011 Case No. 2006-00516  Date Effective Psychological CKY Title President and 250 Title President and 250 Total President and 250 To	Charge shall apply.	
Date of Issue 7/25/07 Issued By Issued by authority of an order of the Public Service Commissions of Krantucks KAR 5:011 Case No. 2006-00516  Date Effective Ps/of UCKY Title President and 250 Total		
Issued By	OF VE	CE COMMISS
Issued by authority of an order of the Public Service Commissions of Krantock No. 2006-00516 Dated 7/25/05 ECTION 9 (1)  By		
Case No. <u>2006-00516</u> Dated <u>7/25/05ECTION</u> 9 (1)		72001
By		
	Case No. 2006-00516 Pated 1/25/08ECT	ION 9 (1)
	By	
		ve Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. <u>3</u>

12th Revised Sheet No. 13

Cancelling P.S.C. No. 3

11th Revised Sheet No. 13

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 4B	Rate Per Unit
Applicability:  Available to all members of the Cooperative for individual metered service where the monthly contract demand is 500 – 4999 KW with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service:  Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:	
Customer Charge  Demand Charge – Per Contract kW  Demand Charge - Per Billing kW  Energy Charge – For All kWh	\$587.40/Mo. (I) \$5.92/kW (I) \$8.59/kW (I) \$.04867/kWh (I)
Determination of Billing Demand:  The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with the load center's peak, exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided therein:  Months  Hours Applicable for Demand Billing-EST	C8/1/09
October - April 7:00 A.M. to 12:00 Noon: 5:00 P.M. to 10:00 P.M. OF KE	CE COMMISSION NTUCKY CTIVE
Date of Issue 04/01/09  Issued By  Issued by authority of an order of the Public Service Commission of Kents  Case No. 2008-00415	CCEQ1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. 3 11th Revised Sheet No. 13 Cancelling P.S.C. No. 3 10th Revised Sheet No. 13

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 4B	Rate Per Unit
Applicability:  Available to all members of the Cooperative for individual metered service where the monthly contract demand is 500 – 4999 KW with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service:  Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:	CANCELLE  APR 0 1 2000  KENTUCKY PUBI SERVICE COMM SS
Customer Charge Demand Charge – Per Contract KW Demand Charge – Per Billing KW Energy Charge – For All kwh  Determination of Billing Demand: The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with the load center's peak, exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided therein:	\$550.74/Mo. 5.55/KW 8.05/KW 4.563c/kwh
Months October - April October - April October - April October - April 7:00 A.M. to 12:00 Noon, OF KE 5:00 P.M. to 10:00 P.M. EFF  May - September 10:00 A.M. to 10:00 P.M. 8/1  Date of Issue 7/25407 Issued By Issued by authority of an order of the Public Service Com Case No. 2006-00516  Date of Issue Case No. 2006-00516	CTIVE /2007 <del>O 807 KAR 5:011</del> 194 9 (1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. <u>3</u> 12th Revised Sheet No. 13a Cancelling P.S.C. No. 3 11th Revised Sheet No. 13a

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 4B	Rate Per Unit
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:  (A) The customer charge, plus  (B) The product of the contract demand multiplied by the demand charge, plus  (C) The product of the contract demand multiplied by 400 hours and the energy charge per kwh.  Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.  Fuel Adjustment Clause:  The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause	Per Unit
Is subject to all other applicable provisions as set out in 807 KAR 5:056.  Ferms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the	
late of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.	C8/1/09

Date of Issue Issued By Issued by authority of an order of the Public Service Commission of J Case No. 2008-00415

807 KAR 5:011

utive Director

GTION 9 (1)

Title President and CEOE

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 3 11th Revised Sheet No. 13a Cancelling P.S.C. No. 3 10th Revised Sheet No. 13a

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 4B	Rate Per Unit
Minimum Monthly Charge:	CANOELI
The minimum monthly charge shall not be less than the sum of (A), (B), and (C)	CANCELL
below:	APR 0 1 2
(A) The customer charge, plus	KENTUCKY PU
(B) The product of the contract demand multiplied by the demand charge, plus	SERVICE COMM
(C) The product of the contract demand multiplied by 400 hours and the energy	
charge per kwh.	
Power Factor Adjustment:	
The consumer agrees to maintain a unity power factor as nearly as practicable at	
each delivery point at the time of the monthly maximum demand. When the	
power factor is determined to be less than 90%, the monthly maximum demand at	
the delivery point will be adjusted by multiplying the actual monthly maximum	1 1 H1 NH 1 12 2 5 FB
demand by 90% and dividing this product by the actual power factor at the time of	
the monthly maximum demand.  Fuel Adjustment Clause:	
The above rate may be increased or decreased by amount per kwh equal to the	
fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus	
an allowance for line losses. The allowance for line losses will not exceed 10%	
and is based on a twelve month moving average of such losses. This fuel clause	
is subject to all other applicable provisions as set out in 807 KAR 5:056.	
Terms of Payment:	
The above rates are net and are due on the billing date, the gross rates being 5%	
higher. In the event the current monthly bill is not paid within 15 days from the	
date of the bill, the gross rates shall apply.	
Service at Transmission Voltage:	
If service is furnished at transmission voltage, a discount equal to the Customer	LE COMMISSI
Charge shall apply.  OF KE	NTUCKY
EFF	CTIVE
This schedule supersedes Schedule LIS 4B, Case No. 2006-p0479.	
PURSUANTT	O 807 KAR 5:011 ION 9 (1)
Date of Issue 7/25/07 Date Effective SECT	<u>/07</u>
Issued By Ti	
Issued by authority of an order of the Public Service Com	
Case No. 2006-00516 Dated 7/25EXEcution	ve Director

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. 3

12th Revised Sheet No. 14

Cancelling P.S.C. No. 3

11th Revised Sheet No. 14

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 5B	Rate Per Unit
Applicability:  Available to all members of the Cooperative for individual metered service where the monthly contract demand is 5000 - 9999 KW with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service:  Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.	
Monthly Rate:	
Customer Charge Demand Charge - Per Contract kW Demand Charge - Per kW in Excess of Contract Energy Charge - For All kWh  Determination of Billing Demand: The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with the load center's peak, exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided therein:	\$1173.68/Mo (I) \$5.92/kW (I) \$8.59/5W (I) \$.04510/kWh (I)
Months Hours Applicable for Demand Billing-EST	
10 00 4 1 10 00 1 17 4 10 10 0 75 17	CE COMMISSION NTUCKY CTIVE
Date of Issue 04/01/09  Issued By  Issued by authority of an order of the Public Service Commission of Kentonian Case No. 2008-00415  Date Effective AND 4/4  Title President and Date Effective AND 4/4  Total President and Date Effective AND 4/4  Title President and Date Effective AND 4/4  Total President and Date Effective AND 4/4  Title President and Date Effective AND 4/4  Total President AND 4/4  Total Presiden	do CEO 1)

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

**P.S.C. No.** <u>3</u>

11th Revised Sheet No. 14

Cancelling P.S.C. No. <u>3</u> 10th Revised Sheet No. <u>14</u>

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 5B	Rate Per Unit
Applicability:  Available to all members of the Cooperative for individual metered service where the monthly contract demand is 5000 - 9999 KW with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition:  An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service:  Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.  Monthly Rate:  Customer Charge  Demand Charge - Per Contract KW  Demand Charge - Per KW in Excess of Contract  Energy Charge - For All kwh  Determination of Billing Demand:  The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer's highest demand during the current month, coincident with the load center's peak, exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval in the below listed hours for each month and adjusted for power factor as provided therein:	4.229c/kwh
5:00 P.M. to 10:00 P.M. EFFI	CE COMMISS ( NTUCKY ECTIVE /2007
Date of Issue 7/25/07  Issued By  Title President and Issued by authority of an order of the Public Service Com  Case No. 2006-00516	6 807 KAR 5:011

Fleming-Mason Rural Electric Cooperative Corporation P. O. Box 328 Flemingsburg, KY 41041

## For All Territory Served

P.S.C. No. <u>3</u> 12th Revised Sheet No. 14a Cancelling P.S.C. No. 3 11th Revised Sheet No. 14a

CLASSIFICATION OF SERVICE		
Large Industrial Service - Schedule LIS 5B	Rate Per Unit	
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:  (A) The customer charge, plus  (B) The product of the contract demand multiplied by the demand charge, plus  (C) The product of the contract demand multiplied by 400 hours and the energy charge per kwh.		
Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	,	
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer	Coliloq	
This schedule supersedes Schedule LIS 5B, Case No. 2006-00516.  OF KE EFF	CE COMMISSIO NTUCKY ECTIVE	
	O 807 KAR 5:011	

Fleming-Mason Rural Electric Cooperative Corporation P. O. Box 328 Flemingsburg, KY 41041

For All Territory Served

P.S.C. No. <u>3</u> 11th Revised **Sheet No.** 14a Cancelling P.S.C. No. 3

10th Revised Sheet No. 14a

CLASSIFICATION OF SERVICE			
Large Industrial Service - Schedule LIS 5B	Rate Per Unit		
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:  (A) The customer charge, plus  (B) The product of the contract demand multiplied by the demand charge, plus  (C) The product of the contract demand multiplied by 400 hours and energy charge per kwh.	APR 0 1 2009		
Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.	RVICE COMMISSION		
Fuel Adjustment Clause:  The above rate may be increased or decreased by an amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer			
EFFE 8/1	NTUCKY CTIVE 2007		
PURSUANT TO Date of Issue 7/25/07 Issued By Issued by authority of an order of the Public Service Com  Case No. 2006-00516  PURSUANT TO Date Effective SE/01/1  Title President and Title	CFO		

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

# For All Territory Served

P.S.C. No.

12th Revised Sheet No. 15

Cancelling P.S.C. No. 3

11th Revised Sheet No. 15

CLASSIFICATION OF SERVICE		
Large Industrial Service - Schedule LIS 6B	Rate Per Unit	
Applicability: Available to all members of the Cooperative for individual metered service where the monthly contract demand is 10,000 KW and above with a monthly energy usage equal to or greater then 400 hours per KW of billing demand.  Condition: An "Agreement for Purchased Power" shall be executed by the consumer for service under this schedule.  Character of Service: Three-phase 60 Hertz alternating current as specified in Agreement for Purchased Power.	у	
Monthly Rate:  Customer Charge  Demand Charge – Per Contract kW  Demand Charge - Per Billing kW  Energy Charge - For All kWh	\$1173.68/Mo (I) \$ 5.92/kW (I) \$ 8.59/kW (I) \$.04069/kWh (I)	
Determination of Billing Demand:  The monthly billing demand (kilowatt demand) shall be the contract demand plus any excess demand. Excess demand occurs when the ultimate consumer highest demand during the current month, coincident with the load center's peal exceeds the contract demand. The load center's peak demand is highest average rate at which energy is used during any fifteen-minute interval in the below lister hours for each month and adjusted for power factor as provided therein:  Months  Hours Applicable for Demand Billing-ES:	cs, ce d C8/1/09	
October - April 7:00 A.M. to 12:00 Noon; 5:00 P.M. to 10:00 P.M. OF K	/ICE COMMISSION ENTUCKY FECTIVE	
Date of Issue 04/01/09  Issued By  Issued by authority of an order of the Public Service Commission of Ke  Case No. 2008-00415  Date Effective AND  Title President and Date  By  By	und OEO(1)	

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041 For All Territory Served

P.S.C. No. 3

11th Revised Sheet No. 15

Cancelling P.S.C. No. 3

10th Revised Sheet No. 15

CLASSIFICATION OF SERVICE			
Large Industrial Service - Schedule LIS 6B	Rate Per Unit		
Applicability: Available to all members of the Cooperative for where the monthly contract demand is 10,000 KV energy usage equal to or greater then 400 hours per Condition: An "Agreement for Purchased Power" shall be esservice under this schedule. Character of Service: Three-phase 60 Hertz alternating current as Purchased Power. Monthly Rate:  Customer Charge Demand Charge – Per Contract KW Demand Charge – Per Billing KW Energy Charge – For All kwh	W and above with a monthly er KW of billing demand.		
Determination of Billing Demand:  The monthly billing demand (kilowatt demand) plus any excess demand. Excess demand occurs whighest demand during the current month, coincide exceeds the contract demand. The load center's perate at which energy is used during any fifteen-minimum for each month and adjusted for power factors.	when the ultimate consumer's ent with the load center's peak, eak demand is highest average ute interval in the below listed		
October - April 7:00 A. 5:00 P.1	M. to 10:00 P.M. OF KENTUCKY M. to 10:00 P.M. OF KENTUCKY EFFECTIVE M. to 10:00 P.M. 8/1/2007		
Issued By  Issued by authority of an order of the Public Case No. 2006-00516	Tate Effective Secretary 9 (1)  Title President and CEO  Executive Director		

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

#### For All Territory Served

P.S.C. No. 3 12th Revised Sheet No. 15a Cancelling P.S.C. No. 3 11th Revised Sheet No. 15a

Name of Issuing Corporation

CLASSIFICATION OF SERVICE		
Large Industrial Service - Schedule LIS 6B	Rate Per Unit	
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:  (A) The customer charge, plus (B) The product of the contract demand multiplied by the demand charge, plus (C) The product of the contract demand multiplied by 400 hours and the energy charge per kwh.  Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.  Fuel Adjustment Clause:  The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.	C8/1/0°	

This schedule supersedes Schedule LIS 6B, Case No. 2006-40516.

Date of Issue 04/01/109 D
Issued By

Issued by authority of an order of the Public Service Commission of

Case No. 2008-00415

PUBLIC SERVICE COMMISSION

Date Effective POKA NOOLKY

Title President and CEOE

ommission of Kenticky KAR 5:011

ated \_\_03/31/09CTION 9 (1)

Executive Directo

Fleming-Mason Energy Cooperative, Inc. P. O. Box 328 Flemingsburg, KY 41041

### For All Territory Served

P.S.C. No. 3 11th Revised Sheet No. 15a Cancelling P.S.C. No. 3 10th Revised Sheet No. 15a

**Executive Director** 

CLASSIFICATION OF SERVICE			
Large Industrial Service - Schedule LIS 6B	Rate Per Unit		
Minimum Monthly Charge:  The minimum monthly charge shall not be less than the sum of (A), (B), and (C) below:  (A) The customer charge, plus (B) The product of the contract demand multiplied by the demand charge, plus (C) The product of the contract demand multiplied by 400 hours and the energy-charge per kwh.  Power Factor Adjustment:  The consumer agrees to maintain a unity power factor as nearly as practicable at each delivery point at the time of the monthly maximum demand. When the power factor is determined to be less than 90%, the monthly maximum demand at the delivery point will be adjusted by multiplying the actual monthly maximum demand by 90% and dividing this product by the actual power factor at the time of the monthly maximum demand.  Fuel Adjustment Clause:  The above rate may be increased or decreased by amount per kwh equal to the fuel adjustment amount per kwh as billed by the Wholesale Power Supplier plus an allowance for line losses. The allowance for line losses will not exceed 10% and is based on a twelve month moving average of such losses. This fuel clause is subject to all other applicable provisions as set out in 807 KAR 5:056.  Terms of Payment:  The above rates are net and are due on the billing date, the gross rates being 5% higher. In the event the current monthly bill is not paid within 15 days from the date of the bill, the gross rates shall apply.  Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.	CANCELLEI  APR 0 1 2009  KENTUCKY PUBLI ERVICE COMMISSI		
Date of Issue 7/25/07	CE COMMISSIO		
Issued By	90507 KAR 5:011		

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

For All Territory Served
P.S.C. No.

1st Revised Sheet
Cancelling P.S. C. No.
Original Sheet No.

3

16

	CLASSIFICATION OF SERVICE		
Large Industrial Service - So	chedule LIS 7	Rate Per Unit	
Applicability: Available to all members of the Cooperating directly off of a distribution substation and vecontract demand is 7,500 kW and above we usage equal to or greater than 400 hours produced demand. Member pays for cost of connect Condition:  An "Agreement for Purchased Power" shad consumer for service under this schedule. Character of Service Three-phase 60 Hertz alternating current and Control of Purchased Power. Monthly Rate:	where the monthly ith a month energiver kW of billing ting to substation. all be executed by	ly gy n. by the	
Customer Charge Demand Charge - Billing kW Energy Charge - for All kWh		\$1,173.68/Mo (I) \$5.92/kW (I) \$.04069/kWh (I)	
Determination of Billing Demand:  The monthly billing demand shall be the g  (A) The Contract Demand  (B) The consumer's highest demand month or preceding eleven (11) memory demand is the highest average raused during any fifteen minute into listed hours for each month and a factor as provided herein:	during the curren nonths. The peak ate at which emer terval in the below	ont olk ry is w	
lactor as provided herein.	F	PUBLIC SERVICE COMMISSION OF KENTUCKY	
Date of Issue 04/01/09 ssued By ssued by authority of the an order from the	Date Effect	ctive EF04/01/09 President & CEO <sup>2009</sup>	

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

For All Territory Served P.S.C. No. Original Sheet Cancelling P.S. C. No. Sheet No.

3 16

Rate
Per Unit
CANCELLEI APR 0 1 2009 KENTUCKY PUBLIC SERVICE COMMISSI  \$1,100.44/Mo \$5.55/kW \$.03815/kWh
SERVICE COMMISSI OF SECTION 9 (1)
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For All Territory Served

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328

Flemingsburg, KY 41041

P.S.C. No. 3

<u>1st Revised</u> Sheet 16a

Cancelling P.S. C. No. 3

<u>Original</u> Sheet No. 16a

			Sheet No.	16a
	CLASSIFICAT	TION OF SERV	<b>VICE</b>	
Large	Industrial Service - Sc	hedule LIS 7		Rate Per Unit
Months	Hours Applicable for	Demand Billin	g - EST	
October - April	7:00 A.M. to	12:00 Noon		1 1
	5:00 P.M. t	o 10:00 P.M.		
May-September	10:00 A.M.	to 10:00 P.M.		M 79
Minimum Monthly C	harge			
	thly charge shall not be	less than the	sum of	
(A), (B), and (C) bel		•		
` '	mer charge, plus			
` '	ct of the billing demand	multiplied by o	lemand	10
charge, pl				
•	ct of the billing demand	multiplied by 4	100 hours	1 6 1
	nergy charge per kWh.			
Power Factor Adjus				
	ees to maintain a unity			
	ch delivery point at the t		-	
	power factor is determi			0
	aximum demand at the	• •	1	
	ing the actual monthly r			
_	is product by the actual	power factor a	ii ii le	
time of the monthly Fuel Adjustment Cla				l
	ause. By be increased o decre	ased by an an	ount per	
	el adjustment amount p	_		
	upplier plus an allowand			
	sses will not exceed 10			1.1
	ng average of such losse			08/109
	er applicable provisions			C0/1101
Terms of Payment:	• •			
	re net and are due on th	ne billing date.	the gross	
	r. In the event the curre			EDVICE COMMISSIO
within 15 days from	the date of the bill, the	gross rates sh	all apply.	F KENTUCKY
Date of Issue	a 94/01/09	Date Eff		EFFE@4)09
Issued By	toll S P.o.	Title	President,&	CEO 2009
	of the an order from the	Public Servic		
	2008-00415	Dated		7 /31/09
			0.116 1/1	1
			By W	seur.
			111 VE	ecutive Director

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328

Flemingsburg, KY 41041

For All Territory Served P.S.C. No. Original Sheet Cancelling P.S. C. No. Sheet No.

3 16a

	Sheet No.	
	CLASSIFICATION OF SERVICE	
Large In	Rate Per Unit	
Months	Hours Applicable for Demand Billing - EST	
October - April	7:00 A.M. to 12:00 Noon	
	5:00 P.M. to 10:00 P.M.	1
May-September	10:00 A.M. to 10:00 P.M.	1
Minimum Monthly Cha	arge	
The minimum month	ly charge shall not be less than the sum of	
(A), (B), and (C) below	<i>y</i> :	
(A) The custome	er charge, plus	CANCELLE
(B) The product	of the billing demand multiplied by demand	ADD 0.4.200
charge, plus		APR 0 1 200
	of the billing demand multiplied by 400 hours	KENTUCKY PUB
and the ene	rgy charge per kWh.	SERVICE COMM S
Power Factor Adjustm	ent:	
The consumer agree	s to maintain a unity power factor as nearly	
as practicable at each	delivery point at the time of the monthly	
·	ower factor is determined to be less than	
	simum demand at the delivery point will be	
	g the actual monthly maximum demand by	
	product by the actual power factor at the	1 1
time of the monthly ma		
Fuel Adjustment Claus		
	be increased o decreased by an amount per	
-	adjustment amount per kW as billed by the	
	plier plus an allowance for line losses. The	
	es will not exceed 10% and is based on a	
	average of such losses. This fuel clause	
	applicable provisions of 807 KAR 5:056.	1
Terms of Payment:		
	net and are due on the billing date, the gross	
rates are 5% higher. I	n the event the current monthly bill is not paid	SERVICE COMMISSION
within 15 days from the	e date of the bill, the gross rates shall apply.	OF KENTLICKY
Date of Issue	15-Aug-Q7 Date Effective	EFFEC SIPP-07
Issued By		CE015/2007
	the an order from the Public Service Commission	SECTION 9 (1)
Case No.	Qatéd	OLOTION 5 (1)
		ATTO
	By	
	1	Executive Director

For All Territory Served

Fleming-Mason Energy Cooperative, Inc. P.O. Box 328

Flemingsburg, KY 41041

P.S.C. No. 3

1st Revised Sheet 16b

Cancelling P.S. C. No. 3

Original Sheet No. 16b

<u>Original</u> S	
CLASSIFICATION OF SERV	ICE
Large Industrial Service - Schedule LIS 7	Rate Per Unit
Service at Transmission Voltage:	
If service is furnished at transmission voltage, a discount	equal to
the Customer Charge shall apply.	
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	PUBLIC SERVICE COMMISSION
	GF KENTUCKY
Date of Issue 04/01/09 Date Effe	
Issued By	President & CEO 807 KAR 5:011  Commission of Kentucky
Case No. 2008-00415 Dated	(31/09
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Fleming-Mason Energy Cooperative, Inc. P.O. Box 328 Flemingsburg, KY 41041

For All Territory Served P.S.C. No. Original Sheet Cancelling P.S. C. No. Sheet No.

3 16b

CLASSIFICATION OF SERVICE	
Large Industrial Service - Schedule LIS 7	Rate Per Unit
Service at Transmission Voltage:  If service is furnished at transmission voltage, a discount equal to the Customer Charge shall apply.	
CANCELLED  APR 0 1 2009  KENTUCKY PUBLIC SERVICE COMMISSION	
OF	RVICE COMMISSION KENTUCKY EFFEGSUSEP-07
Issued by authority enthe an order from the Public Service Commission Case No.  By	### 807 KAR 5:011 EET HENTUCKY.

## FOR ENTIRE TERRITORY SERVED Community, Town or City

Fleming-Mason Energy Cooperative		
CLASSIFIC	CATION OF SERVICE	

#### RATES SCHEDULE ES – ENVIRONMENTAL SURCHARGE

#### **AVAILABILITY**

In all of the Company's service territory.

#### **APPLICABILITY**

This rate schedule shall apply to all electric rate schedules and special contracts.

#### RATE

CES(m) = ES(m) - BESF

where CES(m) = Current Month Environmental Surcharge Factor ES(m) = Current Month Environmental Surcharge Calculation BESF = Base Environmental Surcharge Factor of 0%

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

where WESF = Wholesale Environmental Surcharge Factor for Current Expense Month

C12/1/09

DATE OF ISSUE March 17, 2005 Month / Date / Year	
ISSUED BY (Signature of Officer)	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 7/1/2005
TITLE President & Chief Executive Officer	PURSUANT TO 807 KAR 5:011 —————— SECTION 9 (1)
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2004-00372 DATED March 17, 20	05 By Executive Director

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 19 1st Revised Sheet No 19

Fleming-Mason Energy Cooperative, Inc.

#### RATES SCHEDULE NM—NET METERING

#### AVAILABILITY OF NET METERING SERVICE

Net Metering is available to eligible member-generators in Fleming-Mason Energy's service territory, upon request, and on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the Fleming-Mason Energy's single hour peak load during the previous year. If the cumulative generating capacity of net metering systems reaches 1% of a supplier's single hour peak load during the previous year, upon Commission approval, Fleming-Mason Energy's obligation to offer net metering to a new member-generator may be limited. An eligible member-generator shall mean a member retail electric member of Fleming-Mason Energy with a generating facility that:

- Generates electricity using solar energy, wind energy, biomass or biogas energy, or hydro energy;
- 2) Has a rated capacity of not greater than thirty (30) kilowatts;
- 3) Is located on the member's premises;
- 4) Is owned and operated by the member;
- Is connected in parallel with Fleming-Mason Energy's electric distribution system; and
- 6) Has the primary purpose of supplying all or part of the member's own electricity requirements.

08/17/09

At its sole discretion, Fleming-Mason Energy may provide Net Metering to other membergenerators not meeting all the conditions listed above on a case-by-case basis.

#### **METERING**

Fleming-Mason Energy shall provide net metering services, without any cost to the Member for metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. This provision does not relieve Member of his or her responsibility to pay metering costs embedded in the Fleming-Mason Energy's Commission-

Energy's Commission-	
	PUBLIC SERVICE COMMISSION OF KENTUCKY
DATE OF ISSUE March 25, 2009 DATE EFFECTIVE: A	
DATE OF 1850E March 25, 2009 DATE EFFECTIVE. A	4/1/2009
ISSUED BY Chitch 5 Pen TITLE President	ent & CHERSKALITY COM KAR 5:011 SECTION 9 (1)
Issued by authority of an Order of the Public Service Commission Case No. 2008-00169 Dated January 8, 2009	By By Executive Director

Community, Town or City

**Executive Director** 

	P.S.C. KY. NO52	
FLEMING-MASON ENERGY COOPERATIVE	Original SHEET NO. 19	
CLASSIFICATION	ON OF SERVICE	

#### RATES SCHEDULE NM - NET METERING

APR 0 1 2009

KENTUCKY PUBLIC

#### **APPLICABILITY**

Net metering is available to customer-generators who own, operate and maintain electrical generating facilities using solar energy designed to operate in parallel with the existing Fleming-Mason Energy electrical distribution system and be primarily intended to offset part or all of the customer-generator's own electrical requirements.

#### **AVAILABILITY OF NET METERING SERVICE**

An eligible customer-generator must be a member of and take electrical service from Fleming-Mason Energy. Fleming-Mason Energy will make this service available to customer-generators on a first-come, first-served basis until the cumulative generating capacity of net metered systems reaches one tenth of one percent (0.1%) of the Cooperative's single hour peak load during the previous year.

#### SERVICE CONDITIONS (TYPE OF SERVICE)

- a. The generating facility shall comply with all of the following requirements:
  - i. The generating facility must have a rated capacity of not more that fifteen (15) kilowatts.
  - ii. The generating facility must be owned and operated by the customer.
  - iii. The generating facility must be located on the customer's premises.
  - iv. The generating facility must be designed and installed to operate in parallel with Fleming-Mason Energy's electrical distribution system without adversely affecting the quality of service of other customers and without presenting safety hazards to Cooperative customers and Cooperative employees and agents, thereof.

b.	b. Prior to interconnection, the customer-generator shall complete the Application for			
	Net Energy Metering, execute an Interconnection			
	Service, enter into a Customer Net Energy Service	e Agreement, and pay any		
	applicable fees, charges or costs as prescribed wit	hin this tariff prior to		
	interconnection with the Fleming-Mason Energy	OF KENTUCKY EFFECTIVE		
DATE OF I	SSUE February 25, 2005 DATE	EFFECTIVE 4/1/2005 April 1, 2005		
ISSUED BY	TITLE	President and Cheresecutive Officer		
BY AUTHO	ORITY OF ORDER OF THE PUBLIC SERVICE COMMISS	SION BY		

For All Counties Served P.S.C. No. <u>52</u> Canceling <u>Original</u> Sheet No <u>20</u> 1<sup>st</sup> Revised Sheet No 20

Fleming-Mason Energy Cooperative, Inc.

approved base rates. Net metered electricity shall be measured in accordance with standard metering practices established by Fleming-Mason Energy using metering equipment capable of measuring and recording energy flows, on a kWh basis, from Fleming-Mason Energy to the member-generator and from the member-generator to Fleming-Mason Energy, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the member-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day and time-of-use billing agreement currently in place.

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

#### **BILLING AND PAYMENT**

For charges collected on the basis of metered registration, Fleming-Mason Energy shall, for each monthly billing period, determine the net meter registration of the member-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the member-generator to Fleming-Mason Energy exceed the deliveries of energy in kWh from Fleming-Mason Energy to the member-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the member-generators carried over a Net Metering Credit from one of more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the member-generator exceed the deliveries of energy in kWh from the member-generator to the Cooperative, the member-generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the current rate applicable to its type or class of electric service.

The member shall be responsible for payment of any applicable member charge or other applicable charges.

At no time shall Fleming-Mason Energy be required to convert the Net Billing Credit to cash. If a member-generator closes his account, no cash refund for residual Net Metering Credits shall be paid.

paid.	
Net Metering Credits are not transferable	le between members or locations. OF KENTUCKY EFFECTIVE
DATE OF ISSUE March 25, 2009	DATE EFFECTIVE: April 1, 2009 4/1/2009
01:11-1	PURSUANT TO 807 KAR 5:011
ISSUED BY ( Lasty) - Ke	TITLE President & Chief ExSEGTVOOFEdee
Issued by authority of an Order of the Publicase No. 2008-00169 Dated January 8,	

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

	P.S.C. KY. NO.	52	
FLEMING-MASON ENERGY COOPERATIVE	Original	_SHEET NO	20

#### CLASSIFICATION OF SERVICE

- c. Prior to interconnection, the customer-generator's electrical generating and interconnection equipment shall be installed in accordance with the manufacturer's specifications, shall have been tested by a nationally recognized testing laboratory as having met the testing requirements of IEEE Standard 1547, and shall meet all applicable safety and performance standards established in all applicable local and state building codes. Certification by a licensed electrician shall constitute acceptable proof that the customer-generator's electrical generating facility has been properly installed in accordance with above.
- d. The customer-generator is responsible for all equipment and installation costs associated with its electric generating facility and any modification costs to the facility that may be required by Fleming-Mason Energy for purposes of safety and reliability.
- e. When construction, modifications, or upgrades to the Fleming-Mason Energy distribution system are required to interconnect the customer-generator's electric generating facility, the customer-generator is responsible for all costs incurred by the Cooperative.
- f. The customer must provide and install a clearly labeled, Fleming-Mason Energy approved, lockable, visible-break, disconnect switch between the cooperative's distribution system and the customer-generator's electrical generating equipment. This disconnect switch must be accessible to the Cooperative at all times. CANCELLED

g. Fleming-Mason Energy maintains the right to disconnect, without liability, the APR 0 1 2009 customer-generator for issues relating to safety and reliability.

KENTUCKY PUBLIC SERVICE COMMISSION

- h. Fleming-Mason Energy maintains the right to verify proper installation and inspect the customer-generator's facilities to ensure continued safe operation of the electrical generating equipment and interconnection system at any time with reasonable advance notice to the customer-generator.
- Fleming-Mason Energy shall not be liable directly or indirectly for permitting or continuing to allow an attachment of a net metering facility, or for the acts or omissions of the customer-generator that cause loss or injury, including death, to any third party. PUBLIC SERVICE COMMISSION

			OF KENTUCKY EFFECTIVE
DATE OF ISSUE	February 25, 2005	DATE	EFFECTIVE 4/1/2005
	$\Lambda$		PURSUANT TO 807 KAR 5:011
ISSUED BY	P. Hill	TITLE	President and Chief Executive Officer
BY AUTHORITY OF C	ORDER OF THE PUBLIC SERVI	CE COMMISS	ION
IN CASE NO.	DATED		By
IN CASE NO.	DAILD _		Executive Director

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 21 1<sup>st</sup> Revised Sheet No 21

Fleming-Mason Energy Cooperative, Inc.

#### APPLICATION AND APPROVAL PROCESS

The Member shall submit an Application for Interconnection and Net Metering ("Application") and receive approval from Fleming-Mason Energy prior to connecting the generator facility to Fleming-Mason Energy's system.

Applications will be submitted by the Member and reviewed and processed by Fleming-Mason Energy according to either Level 1 or Level 2 processes defined in this tariff.

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

Members may contact Fleming-Mason Energy to check on status of an Application or with questions prior to submitting an Application. Contact information is provided on the Application form and is listed on Fleming-Mason Energy's website.

#### LEVEL 1 AND LEVEL 2 DEFINITIONS

08/17/09

#### 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).

Fleming-Mason Energy will approve the Level 1 Application if the generating facility also meets all of the following conditions:

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

	PUBLIC SERVICE COMMISSION
DATE OF ISSUE March 25, 2009 DATE EFFECTIVE: At	ril 1, 2009 OF KENTUCKY
Issued by authority of an Order of the Public Service Commission Case No. 2008-00169 Dated January 8, 2009	ent & Chief Executive Officer  SECTION 9 (1)  By  Executive Director
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Community, Town or City

APR 0 1 2009

	P.S.C. KY. NO.	52		
FLEMING-MASON ENERGY COOPERATIVE	Original	_SHEET NO	21	
CLASSIFICATION OF	SERVICE			

#### **EQUIPMENT OPERATION**

The customer-generator's electrical generating and interconnection equipment shall comply with all applicable safety, performance, and power quality standards established by the Institute of Electrical and Electronic Engineers, the National Electrical Code, and the National Electrical Safety Code.

#### **METERING**

Net metered electricity shall be measured in accordance with standard metering practices established by Fleming-Mason Energy using metering equipment capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the customer-generator and from the customer-generator to the Cooperative, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the customer-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day or time-of-use billing agreement currently in place. If the customer generator's existing electrical meter is not capable of registering the flow of electricity in two directions, the customer shall be responsible for all expenses involved in purchasing and installing a meter (or meters) that is able to register electricity flow in two directions. All metering shall be capable of working with any automatic meter reading systems used by Fleming-Mason Energy.

#### **BILLING AND PAYMENT**

For charges collected on the basis of metered registration, Fleming-Mason Energy shall for OMMISSION each monthly billing period, determine the net meter registration of the customer-generator by comparing the directional energy flow in each direction. If the net meter registration shows that the deliveries of energy in kWh from the customer-generator to the Cooperative exceed the deliveries of energy in kWh from the Cooperative to the customer-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the customer-generator has carried over a Net Metering Credit from one or more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

If the net metering registration shows that deliveries of en to the customer-generator exceed the deliveries of energy generator to the Cooperative, the customer-generator shall	n bWh from the customer MMISSION
DATE OF ISSUE February 25, 2005 DATE  ISSUED BY TITLE	EFFECTIVE 4/1/2005 PURSUANT TO 807 KAR 5:011 President and Chief Executive Officer
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISS IN CASE NO DATED	

For All Counties Served
P.S.C: No. 52
Canceling Original Sheet No 22
1st Revised Sheet No 22

#### Fleming-Mason Energy Cooperative, Inc.

- 2) If the proposed generating facility is to be interconnected on a single-phase shared secondary, the aggregate generation capacity, including the proposed generating facility, will not exceed the smaller of 20 kVA or the nameplate rating of the transformer.
- 3) If the proposed generating facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 4) If the generating facility is to be connected to three-phase, three wire primary Fleming-Mason Energy distribution lines, the generator shall appear as a phase-to-phase connection at the primary Fleming-Mason Energy distribution line.
- 5) If the generating facility is to be connected to three-phase, four wire primary Fleming-Mason Energy distribution lines, the generator shall appear to the primary Fleming-Mason Energy distribution line as an effectively grounded source.
- 6) The interconnection will not be on an area or spot network.

C8/17/09

- 7) Fleming-Mason Energy does not identify any violations of any applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems."
- 8) No construction of facilities by Fleming-Mason Energy 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, Fleming-Mason Energy, in its sole discretion, may either: 1) approve the generating facility under the Level 1 Application if Fleming-Mason Energy determines that the generating facility can be safely and reliably connected to Fleming-Mason Energy's system; or 2) deny the Application as submitted under the Level 1 Application.

Fleming-Mason Energy shall notify the member within 20 business days whether the Application is approved or denied, based on the criteria provided in this section

is approved or denied, based on the criteria provided in this se	ection.
· · · · · · · · · · · · · · · · · · ·	PUBLIC SERVICE COMMISSION
DATE OF ISSUE March 25, 2009 DATE EFFECTIVE: AI	ril 1, 2009 OF KENTUCKY
Issued by authority of an Order of the Public Service Commission Case No. 2008-00169 Dated January 8, 2009	4/1/2009 ent & Chief Executive Cofficer SECTION 9 (1) of K  By W Recommendation
	Executive Director

Community, Town or City

SERVICE COMMISSION

	P.S.C. KY. NO. <u>52</u>	_
FLEMING-MASON ENERGY COOPERATIVE	Original SHEET NO. 22	_
CLASSIFICAT	ION OF SERVICE	-

amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the rate applicable to its type or class of electric

The customer shall be responsible for payment of any applicable customer charge or other applicable charges.

At no time shall Fleming-Mason Energy be required to convert the Net Billing Credit to cash. If a customer-generator closes his account, no cash refund for residual Net Metering Credits shall be paid.

Net Metering Credits are not transferable between customers or locations.

#### LIABILITY INSURANCE

The customer-generator shall maintain general liability insurance coverage (through a homeowner's, commercial or other policy) against a loss arising from the use or operation of the customer-generator facilities with minimum limits of \$300,000 per occurrence/\$300,000 aggregate combined single limit for personal injury, bodily injury, including death and property damage. Prior to interconnection, the customer shall submit evidence of such insurance to Fleming-Mason Energy with the Application for Net Energy Metering. Fleming-Mason Energy's receipt of evidence of liability insurance does not imply an CANCELLED endorsement by the Cooperative of the terms and conditions of the coverage. APR 0 1 2009

#### ADDITIONAL CONTROLS AND TESTS

Fleming-Mason Energy may install additional controls or meters, or conduct additional tests as it may deem necessary.

#### NET METERING SERVICE INTERCONNECTION REQUIREMENTS

All customer-generator equipment and installations must comply with the Fleming-Mason Energy's Technical Requirements for Interconnection, included as part of the Interconnection Agreement for Net Metering Service. The customer-generator's generating facility shall be designed and installed to operate in parallel with Fleming-Mason Energy's electric distribution system without adversely affecting the operation of equipment and service of the Cooperative and its customers and without presenting safetypisks to Cooperative and MMISSION customer personnel. The customer-generator will own and be responsible for operating the

			EFFECTIVE
DATE OF ISSUE	February 25, 2005	DATE	EFFECTIVE 4/1/2005
ISSUED BY	f. Church	TITLE	President and Chief Executive Officer
BY AUTHORITY OF O	RDER OF THE PUBLIC SER	VICE COMMISS	ION STATES
IN CASE NO.	DATED		By Executive Director

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 23 1<sup>st</sup> Revised Sheet No 23

Fleming-Mason Energy Cooperative, Inc.

If the Application lacks complete information, Fleming-Mason Energy shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the time to process the Application.

When approved, Fleming-Mason Energy will indicate by signing the approval line on the Level 1 Application Form and returning it to the Member. The approval will be subject to successful completion of an initial installation inspection and witness test if required by Fleming-Mason Energy. Fleming-Mason Energy's approval section of the Application will indicate if an inspection and witness test are required. If so, the Member shall notify Fleming-Mason Energy within 3 business days of completion of the generating facility installation and schedule an inspection and witness test with Fleming-Mason Energy to occur within 10 business days of completion of the generator facility installation or as otherwise agreed to by Fleming-Mason Energy and the Member. The Member may not operate the generating facility until successful completion of such inspection and witness test, unless Fleming-Mason Energy expressly permits operational testing not to exceed two hours. If the installation fails the inspection or witness test due to non-compliance with any provision in the Application and Fleming-Mason Energy approval, the Member shall not operate the generating facility until any and all non-compliance issues are corrected and re-inspected by Fleming-Mason Energy.

If the Application is denied, Fleming-Mason Energy will supply the Member with reasons for denial. The Member may resubmit under Level 2 if appropriate.

#### LEVEL 2

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

C8/17/09

- 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.

DATE OF ISSUE March 25, 2009 DATE EFFECTIVE: A	pril 1, 2009
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ISSUED BY ( Mass TITLE President Pre	ent & Chief REctite & THEEKY
	EFFECTIVE
Issued by authority of an Order of the Public Service Commission Case No. 2008-00169 Dated January 8, 2009	of Kentucky in 4/1/2009 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
	By Dews Executive Director

Community, Town or City

	P.S.C. KY. N	052		
FLEMING-MASON ENERGY COOPERATIVE	Original	SHEET NO	23	
CLASSIFICATION	ON OF SERVICE			

electrical generator and interconnection equipment. The customer-generator will be responsible for any damage done to the Cooperative's equipment due to a failure of the customer-generator's control, safety, or other equipment. The customer-generator will protect and save the Cooperative harmless from all claims for injury or damage to persons or property occurring on the customer-generator's premises, except where the said injury or damage can be shown to have been occasioned solely by negligence on the part of Fleming-Mason Energy.

#### APPLICATION AND AGREEMENTS

A customer-generator seeking to interconnect an Eligible Electric Generating Facility to the Company's distribution system must submit to the Company the following documents:

- a. Application for Net Energy Metering, completed and executed, including a one-line diagram showing the configuration of the customer-generator's facility;
- b. Interconnection Agreement for Net Metering Service, executed prior to interconnection; and,
- c. Customer Net Energy Service Agreement, executed prior to interconnection. SERVICE COM

CANCELLED

The Company may reject an application for demonstrable reliability or safety issues; however, the Company will work with the customer to resolve those issues to the extent practicable.

#### FEES AND CHARGES

As specified in the Application for Net Energy Metering, the customer-generator must pay a non-refundable application fee of \$50. Should Fleming-Mason Energy determine that an interconnection impact study is required, the Cooperative will advise the customer of the cost of conducting the study. Upon payment by the customer for cost of the study, Fleming-Mason Energy will proceed with the interconnection impact study to determine if the installation of the customer's electric generating facility will have a significant impact on the Cooperative's distribution system or on the quality of service to other customers. Should construction or upgrades to East Kentucky Power Cooperative's transmission system or to Fleming-Mason Energy's distribution system be required in order to interconnect the customer's electric generating facility, additional charges to cover costs incurred by EKPC or COMMISSION

Fleming-Mason Energy shall be determined by Fleming-Mason Energy and part by the **EFFECTIVE** DATE OF ISSUE-February 25, 2005 President and Chief Executive Officer TITLE BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. **Executive Director** 

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 24 1<sup>st</sup> Revised Sheet No 24

Executive Director

Fleming-Mason Energy Cooperative, Inc.

Fleming-Mason Energy will approve the Level 2 Application if the generating facility meets Fleming-Mason Energy's technical interconnection requirements, which are based on IEEE 1547.

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

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

If the Application lacks complete information, Fleming-Mason Energy shall notify the Member that additional information is required, including a list of such additional information. The time between notification and receipt of required additional information will add to the 30-business-day target to process the Application.

The Interconnection Agreement will contain all the terms and conditions for interconnection consistent with those specified in this tariff, inspection and witness test requirements, description of and cost of construction or other changes to Fleming-Mason Energy's distribution system required to accommodate the generating facility, and detailed documentation of the generating facilities which may include single line diagrams, relay settings, and a description of operation.

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	P.S.C. KY. NO.	52	
FLEMING-MASON ENERGY COOPERATIVE	Original	SHEET NO	24

#### CLASSIFICATION OF SERVICE

customer. The customer shall pay any additional charges, as determined by Fleming-Mason Energy, for equipment, labor, metering, testing, or inspections requested by the customer, or needed by the Cooperative to interconnect and receive power from the customer-generator's generating facility.

#### **RULES AND REGULATIONS**

Service and rates under this schedule are subject to all applicable Fleming-Mason Energy Rules and Regulations as filed with the Public Service Commission of Kentucky. The Rules and Regulations address general terms and conditions, service conditions, new service procedures, and miscellaneous service charges, and are a part of all contracts for receiving electric service from the Cooperative, whether the service received is based upon a contract, agreement, signed application, or otherwise.

#### **TRANSFERABILITY**

A customer-generator generating facility is transferable to other persons or service locations only after notification to Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff.

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KENTUCKY PUBLIC SERVICE COMMISSION

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For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 25 1<sup>st</sup> Revised Sheet No 25

Fleming-Mason Energy Cooperative, Inc.

The Member may not operate the generating facility until an Interconnection Agreement is signed by the Member and Fleming-Mason Energy and all necessary conditions stipulated in the agreement are met.

#### APPLICATION, INSPECTION AND PROCESSING FEES

No application fees or other review, study, or inspection or witness test fees may be charged by Fleming-Mason Energy for Level 1 Applications.

In the event Fleming-Mason Energy determines an impact study is necessary with respect to a Level 2 Application, the Member shall be responsible for any reasonable costs up to \$1,000 for the initial impact study. Fleming-Mason Energy shall provide documentation of the actual cost of the impact study. Any other studies requested by the Member shall be at the Member's sole expense.

#### TERMS AND CONDITIONS FOR INTERCONNECTION

To interconnect to Fleming-Mason Energy's distribution system, the Member's generating facility shall comply with the following terms and conditions:

- 1) Fleming-Mason Energy shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Fleming-Mason Energy's technical interconnection requirements based on IEEE 1547, the NEC, accredited testing laboratories such as Underwriters Laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation

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For All Counties Served P.S.C. No. 52 Canceling Original Sheet No 26 1<sup>st</sup> Revised Sheet No 26

of the generating facility in parallel with Fleming-Mason Energy's electric system. Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, the Member shall demonstrate generating facility compliance.

- The generating facility shall comply with, and the Member shall represent and 3) warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- Any changes or additions to Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Fleming-Mason Energy for actual costs incurred for all such excess facilities prior to construction.
- Member shall operate the generating facility in such a manner as not to cause undue 5) fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy's electric system, Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Fleming-Mason Energy to any of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with. Fleming-Mason Energy's ability to meet its primary responsibility of furnishing reasonably adequate service to its members

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Case No. 2008-00169 Dated January 8, 2009

## FOR ENTIRE TERRITORY SERVED Community, Town or City

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- The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy'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 Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.
- 7) After initial installation, Fleming-Mason Energy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Fleming-Mason Energy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- For Level 1 and 2 generating facilities, an eligible Member shall furnish and install 8) on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy 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 Fleming-Mason Energy's safety and operating protocols.

9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy

discontinue operation of the generating facility if Fleming-Mason Energy PUBLIC SERVICE COMMISSION

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Case No. 2008-00169 Dated January 8, 2009

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<ul> <li>INTERCONNECTION COMPLIANCE &amp; O</li> <li>Customer shall be solely responsible for obt easements, licenses and permits, or exemptic statutes, regulations, ordinances or other leg</li> <li>The customer shall submit documentation to and approved by the local permitting agency</li> <li>Customer shall not commence parallel opera of the interconnection has been given by the</li> </ul>	aining and complying with a ons, as may be required by a cal mandates.  The Cooperative that the system of the Cooperative that the system of the generating system of the generating system.	iny and all n ny federal, s stem has bee quirements.	en inspected
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For All Counties Served P.S.C. No. <u>52</u> Canceling <u>Original</u> Sheet No <u>28</u> 1<sup>st</sup> Revised Sheet No <u>28</u>

Fleming-Mason Energy Cooperative, Inc.

believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.

- 10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless the Fleming-Mason Energy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of Fleming-Mason Energy or its employees, agents, representatives, or contractors.

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## FOR ENTIRE TERRITORY SERVED Community, Town or City

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Address.	P.O. Drawer 328				
	Flemingsburg, KY 410				
Phone:	(606) 845-2661			C	ANCELLED
Fax:	(606) 845-1008				APR 0 1 2009
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For All Counties Served P.S.C. No. <u>52</u> Canceling <u>Original</u> Sheet No <u>29</u> 1<sup>st</sup> Revised Sheet No 29

Fleming-Mason Energy Cooperative, Inc.

The liability of Fleming-Mason Energy to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Fleming-Mason Energy 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, Fleming-Mason Energy does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Fleming-Mason Energy will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Fleming-Mason Energy will notify the Member in writing and list what must be done to place the facility in compliance.
- The Member shall retain any and all Renewable Energy Credits (RECs) that may be generated by their generating facility.

#### EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at

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FLEMING-MASON ENERGY COOPERATIVE	Original SHEET NO. 29	
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# Interconnection Agreement for Net Metering Service Attachment to Cooperative Net Metering Tariff for Net Metering Service

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Cooperative and Customer- written agreement signed by
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For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 30 1<sup>st</sup> Revised Sheet No 30

Fleming-Mason Energy Cooperative, Inc.

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 Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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3. Interconnection: Customer-Generator shall provide the interconnection on Customer-Generator's side of the point of common coupling. At Customer-Generator's expense, Cooperative shall make reasonable modifications to Cooperative's system necessary to accommodate Customer-Generator's Facility. The cost for such modifications is due in advance of construction. The net metering system used by Customer-Generator shall include, at Customer-Generator's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by Cooperative's electric service requirements, the National Electrical Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers (specifically IEEE Standard 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems"), and Underwriters Laboratories.

Cooperative's written approval of Customer-Generator's protection-isolation method to ensure generator disconnection in case of a power interruption from Cooperative is required before service is provided under this schedule.

- 4. Impact Studies: The Cooperative shall review the application for net metering service to determine if a detailed system impact study for the proposed project is required. If a system impact study is required, the customer-generator will be advised of the estimated cost of the study, and will be asked to agree to reimburse the Cooperative for these costs once the study is completed. When construction, modifications, or upgrades to the distribution system are required to interconnect the customer-generator's electric generating facility, the customer-generator is responsible for all costs incurred by the Cooperative. Once the customer-generator has reimbursed the Cooperative for any costs of system modifications (if required), the interconnection process will proceed.
- 5. Disconnect Switch: Customer-Generator shall furnish and install on Customer-Generator's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Customer-Generator's energy generating equipment from Cooperative's electric service. The disconnect switch shall be located adjacent to Cooperative's meters and shall be of the visible break type in a metal enclosure which can be secured by a padlock. The disconnect switch shall be accessible to Cooperative personne Catallet D all times. Cooperative shall have the right to disconnect the Facility from Cooperative's supply at the disconnect switch when necessary to maintain safe electrical operating conditions or, if in Cooperative's sole judgement, the Facility at any time adversely affects entucky public Cooperative's operation of its electrical system or the quality of Cooperative's service to Soffier Commission Customers.

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For All Counties Served P.S.C. No. <u>52</u> Canceling <u>Original</u> Sheet No <u>31</u> 1<sup>st</sup> Revised Sheet No <u>31</u>

Fleming-Mason Energy Cooperative, Inc.

#### LEVEL 1

#### Application for Interconnection and Net Metering

Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL1741.

Submit this Application to:

FLEMING-MASON ENERGY P.O. BOX 328 FLEMINGSBURG KY 41041

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

606.845.2661 / www.fmenergy.com

Member Name:	Account Number:	
Member Address:		-
	Member E-Mail Address:	_
Project Contact Person:		_
Phone No.:	E-mail Address (Optional):	_
Provide names and contact inform involved in the design and installation	mation for other contractors, installers, or engineering for of the generating facilities:	īrms
Energy Source: Solar V	Wind Hydro Biogas Biomass	, 1
Inverter Manufacturer and Model #:		_ C8/17/0
Inverter Power Rating:	Inverter Voltage Rating:	_
Power Rating of Energy Source (i.e.	., solar panels, wind turbine):	_
Is Battery Storage Used: No	Yes If Yes, Battery Power Rating:	
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#### CLASSIFICATION OF SERVICE

- 6. Functional Standards: Customer-Generator shall furnish, install, operate and maintain in good order and repair, all without cost to Cooperative, all equipment required for the safe operation of the Facility in parallel with Cooperative's system. This equipment shall include, but not limited to, equipment necessary to establish automatically and maintain synchronism with Cooperative's electric supply and a load break switching device that shall automatically disconnect the unit from Cooperative's supply in the event of overload or outage of Cooperative's supply. The facility shall be designed to operate within allowable voltage variations of Cooperative's system. The Facility shall not cause any adverse effects upon the quality of service provided to Cooperative's Customers.
- 7. Installation and Maintenance: Excepting only metering equipment owned by Cooperative, all equipment on Customer-Generator's side of the point of common coupling, including any required disconnect switch and synchronizing equipment, shall be provided, installed, and maintained in satisfactory operating condition by Customer-Generator, and shall remain the property and responsibility of Customer-Generator. Cooperative shall bear no liability for Customer-Generator's equipment or for consequences of its operation or mis-operation. For purposes of gathering research data, Cooperative may at its expense install and operate additional metering and data-gathering devices.
- 8. **Pre-operation Inspection:** Prior to interconnection, the Facility and associated interconnection equipment shall be inspected and approved by the state electrical inspector and any other governmental authority having jurisdiction.
- Access: Authorized Cooperative employees shall have the right to enter upon Customer-Generator's property for the purposes of operating the disconnect switch and meters and making additional tests concerning the operation and accuracy of its meters.
- 10. Merger: This contract contains the entire agreement between Customer-Generator and Cooperative and may not be changed except by writing signed by both Customer-Generator and Cooperative.

In witness whereof, Cooperative and Customer-Generator have, by their duly authorized representatives, executed this agreement in duplicate as of the day and year first above written.

CANCELLED

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KENTUCKY PUBLIC SERVICE COMMISSION

		PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
DATE OF ISSUE February 25, 200	5 DATE	EFFECTIVE 4/1/200711, 2005
ISSUED BY P. Out	TITLE	PURSUANT TO 807 KAR 5:011 President and Child Executive Officer
BY AUTHORITY OF ORDER OF THE PUB IN CASE NO.	LIC SERVICE COMMISSI DATED	ON By Executive Director
		Executive Director

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 32 1<sup>st</sup> Revised Sheet No 32

Fleming-Mason Energy Cooperative, Inc.

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.

Attach site drawing or sketch showing location of Cooperative's meter, energy source, Cooperative accessible disconnect switch and inverter.

Attach single line drawing showing all electrical equipment from the Cooperative's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up	Date:		
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	PUBLIC SERVICE COMMISSION
DATE OF ISSUE March 25, 2009 DATE EFFECTIVE: Apr	11,2009 OF KENTUCKY
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	PURSUANT TO 807 KAR 5:011
Issued by authority of an Order of the Public Service Commission of	Kentucky in SECTION 9 (1)
Case No. 2008-00169 Dated <u>January 8, 2009</u>	By W Diseasor

## FOR ENTIRE TERRITORY SERVED Community, Town or City

	P.S.C. KY. NO. <u>52</u>
FLEMING-MASON ENERGY COOPERATIVE	Original SHEET NO. 32
CLASSIFICAT	ION OF SERVICE
FLEMING-MASON ENERGY COOPERATIVE	
ВҮ:	
TITLE:	
DATE:	
[CUSTOMER-GENERATOR NAME]	
ВҮ:	
TITLE:	
DATE:	

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KENTUCKY PUBLIC SERVICE COMMISSION

	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
DATE	PURSUANT TO 807 KAR 5:011
TITLE	President and Chief Executive Officer
COMMISS	
- No.	ByExecutive Director
	TITLE

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 33 1<sup>st</sup> Revised Sheet No 33

Executive Director

Fleming-Mason Energy Cooperative, Inc.

#### TERMS AND CONDITIONS:

- 1) Fleming-Mason Energy shall provide the Member net metering services, without charge for standard metering equipment, through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions. If the Member requests any additional meter or meters or distribution upgrades are needed to monitor the flow in each direction, such installations shall be at the Member's expense.
- 2) The Member shall install, operate, and maintain, at Member's sole cost and expense, any control, protective, or other equipment on the Member's system required by Fleming-Mason Energy'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 Fleming-Mason Energy's electric system. The Member shall bear full responsibility for the installation, maintenance and safe operation of the generating facility. Upon reasonable request from Fleming-Mason Energy, the Member shall demonstrate generating facility compliance.
- 3) The generating facility shall comply with, and the Member shall represent and warrant its compliance with: (a) any applicable safety and power quality standards established by IEEE and accredited testing laboratories such as Underwriters Laboratories; (b) the NEC as may be revised from time to time; (c) Fleming-Mason Energy's rules, regulations, and Service Regulations as contained in Fleming-Mason Energy's Retail Electric Tariff as may be revised from time to time with the approval of the Kentucky Public Service Commission (Commission); (d) the rules and regulations of the Commission, as such rules and regulations may be revised from time to time by the Commission; and (e) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time. Where required by law, Member shall pass an electrical inspection of the generating facility by a local authority having jurisdiction over the installation.
- 4) Any changes or additions to Fleming-Mason Energy's system required to accommodate the generating facility shall be considered excess facilities. Member shall agree to pay Fleming-Mason Energy for actual costs incurred for all such excess facilities prior to construction.

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	PURSUANT TO 807 KAR 5:011
Issued by authority of an Order of the Public Service Commission	of Kentucky in SECTION 9 (1)
Case No. 2008-00169 Dated <u>January 8, 2009</u>	By Il Dager

Community, Town or City

	P.S.C. KY. NO.	52	
FLEMING-MASON ENERGY COOPERATIVE	Original	SHEET NO	33

#### CLASSIFICATION OF SERVICE

# Customer Net Energy Service Agreement Attachment to the Net Metering Tariff for Net Metering Service



#### 1. Scope of Agreement

This Agreement states the conditions for net metering for customer-generators who own, operate, and maintain electrical generating facilities using solar energy designed to operate in parallel with the existing Cooperative's electrical distribution system and be primarily intended to offset part or all of the customer-generator's own electrical requirements.

#### 2. Definitions

"Cooperative" shall mean Fleming-Mason Energy Cooperative, the retail electricity supplier serving the customer-generator.

"Customer-generator" means a customer who owns and operates an electric generating facility that is located on the customer's premises, for the primary purpose of supplying all or part of the customer's own electricity requirements.

"Electric generating facility" or "facility" means an electric generating facility that is connected in parallel with the electric distribution system; generates electricity using solar energy; and has a rated capacity of not greater than fifteen (15) kilowatts.

"Point of common coupling" means the point where a generating facility is connected to the Cooperative's distribution system.

#### 3. Establishment of Point of Common Coupling

The Cooperative and the customer-generator agree to interconnect the Facility at the Point of Common Coupling in accordance with the Cooperative's rules, regulations, by-laws, rates, and tariffs (the "Rules") all of which are incorporated herein by reference.

4. Interconnection  The customer-generator shall provide all equipment interconnections on its side of the point of common	coupling. The Cooperate Will Charle
	DATE EFFECTIVE 4/1/2ABBI 1, 2005 PURSUANT TO 807 KAR 5:011 TITLE President and Chief Execultive Officer
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMIN CASE NO DATED	MMISSION By  Executive Director

- 5) The Member shall operate the generating facility in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Fleming-Mason Energy's electric system. At all times when the generating facility is being operated in parallel with Fleming-Mason Energy's electric system, the Member shall operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by Fleming-Mason Energy to any of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.
- 6) The Member shall be responsible for protecting, at Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy'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 Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.
- 7) After initial installation, Fleming-Mason Energy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Fleming-Mason Energy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy'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

be secured by a padlock. If the	he EDS is not located dirpetly adjacent to the meter, the
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FLEMING-MASON ENERGY COOPERATIVE	Original	_SHEET NO	34

#### CLASSIFICATION OF SERVICE

such modifications to the Cooperative's distribution system as are reasonably necessary to accommodate the customer-generator's facility. The customer-generator shall be responsible for the costs of any such modifications and payment shall be due thirty (30) days in advance of construction. The customer-generator shall meet all requirements of the Interconnection Agreement for Net Metering Service and shall ensure, at its own expense, that the Facility includes all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by Cooperative policies, the National Electric Code, National Electric Safety Code, the Institute of Electrical and Electronic Engineers, the Kentucky State Building Code, and Underwriters Laboratories. The customer-generator shall not commence parallel operation of the Facility until the Cooperative has inspected the Facility, including all interconnection equipment, and issued a written approval which includes a stipulated start date following which operations in parallel are permitted. The Cooperative maintains the right to verify proper installation and inspect the customergenerator's Facility to ensure continued safe operation of the electrical generating equipment and interconnection system at any time with reasonable advance notice to the customergenerator.

#### 5. Installation, Operation and Maintenance of Facilities

The customer-generator shall furnish, install, operate and maintain in good order and repair, without cost to the Cooperative, all generating and interconnecting equipment required for the safe operation of the Facility in parallel with Cooperative's electrical distribution system. This includes, but is not limited to, equipment necessary to automatically disconnect the Facility from Cooperative's electrical distribution system in the event of overload or outage of Cooperative's distribution system.

Except for the bi-directional metering equipment owned by the Cooperative, all equipment on the customer-generator's side of the point of common coupling, including the required disconnect device, shall be provided and maintained in satisfactory operating condition by the customer-generator and shall remain the property and responsibility of the customer-ANCELLED generator.

The Facility must be designed to operate within allowable operating standards for Cooperative's electrical distribution system. The Facility must not adversely affect the RVICE COMMISSION quality or reliability of service provided to other Cooperative customers. The Cooperative shall have the right to periodically inspect the Facility.

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BY AUTHORITY OF	ORDER OF THE PUBLIC SERV	TICE COMMISS	ION SOL
IN CASE NO	DATED		Executive Director

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 35 1<sup>st</sup> Revised Sheet No 35

Fleming-Mason Energy Cooperative, Inc.

Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy 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 Fleming-Mason Energy's safety and operating protocols.

- 9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when the Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, 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 March 25, 2009

DATE EFFECTIVE: April 1, 2009 OF KENTUCKY

EFFECTIVE

TITLE President & Chief Executive Officer

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

Case No. 2008-00169 Dated January 8, 2009

By W II A Secutive Directo

Community, Town or City

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	P.S.C. KY. NO.	52	
FLEMING-MASON ENERGY COOPERATIVE	Original	_SHEET NO	35

#### CLASSIFICATION OF SERVICE

The Cooperative will bear no responsibility for the installation or maintenance of the customer-generator's equipment or for any damage to property as a result of any failure or malfunction thereof. The Cooperative shall not be liable, directly or indirectly, for permitting or continuing to allow the interconnection of the Facility or for the acts or omissions of the customer-generator or the failure or malfunction of any equipment of the customer-generator's facility that causes loss or injury, including death, to any party.

## 6. Permits and Compliance with Codes, Standards, Rules, Regulations and Laws

The customer-generator shall file in a timely manner applications for all governmental authorizations and permits that are required for the Facility prior to construction of the Facility. Prior to the initial start-up date, the customer-generator shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The customer-generator shall provide copies of any such authorizations, permits and licenses to the Cooperative upon request. The customer-generator agrees to cause its Facility to be constructed in accordance with the rules and specifications equal to or better than those provided by the National Electrical Safety Code and the National Electrical Code, both codes approved by the American National Standards Institute, in effect at the time of construction.

The customer-generator shall maintain the electric generating system and interconnection facilities in a safe and prudent manner and in conformance with all applicable laws and regulations, and obtain any governmental authorizations and permits required for the construction and operation of the electric generating system and interconnection facilities. The customer-generator shall reimburse the Cooperative for any and all losses, damages, claims, penalties, or liability it incurs as a result of the customer-generator's failure to obtain or maintain any governmental authorizations and permits required for construction and CANCELLED operation of customer-generator's Facility.

#### 7. Responsible Party

The customer-generator shall identify an individual (by name or title) who shall serve as the responsible party for operation and maintenance of the customer-generator Facility. This individual shall be familiar with this Agreement as well as the provisions of any other agreements, rules or regulations that may apply.

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IN CASE NO.	DATED		By Executive Director

11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Fleming-Mason Energy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Fleming-Mason Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of Fleming-Mason Energy or its employees, agents, representatives, or contractors.

The liability of Fleming-Mason Energy to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Fleming-Mason Energy 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, Fleming-Mason Energy does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Fleming-Mason Energy will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Fleming-Mason Energy will notify the Member in writing and list what must be done to place the facility in compliance.

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FLEMING-MASON ENERGY COOPERATIVE	Original	SHEET NO	36	
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# 8. Price, Payment and Credit

Net metered electricity shall be measured in accordance with standard metering practices established by the Cooperative.

#### a. Retail Sales to Member/Customer

If the net metering registration shows that deliveries of energy in kWh from the Cooperative to the customer-generator exceed the deliveries of energy in kWh from the customer-generator to the Cooperative, the customer-generator shall pay the Cooperative for the net amount of energy delivered by the Cooperative after application of any Net Metering Credit carried forward from previous months at the rate applicable to its type or class of electric service.

## b. Energy Deliveries to Cooperative

If the net meter registration shows that the deliveries of energy in kWh from the customer-generator to the Cooperative exceed the deliveries of energy in kWh from the Cooperative to the customer-generator, the net meter registration in kWh will be carried forward to the next monthly billing period as a Net Metering Credit, expressed in kWh. If the customer-generator has carried over a Net Metering Credit from one or more prior months, the net meter registration from the current month shall be added to the Net Metering Credit that exists from prior months.

At no time shall the Cooperative be required to convert the Net Billing Credit to cash. If a customer-generator closes his account, no cash refund for residual Net Metering Credits shall be paid. Net Metering Credits are not transferable between customers or locations.

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# 9. Impact Studies and System Modifications

As part of the process of accommodating the interconnection of the customer-generator, KENTUCKY PUBLIC Facility to the Cooperative distribution system, the Cooperative shall conduct an initial review that includes a meeting/discussion with the customer-generator to review the application and scope of the project. The Cooperative may conduct internal studies if deemed necessary and at no additional cost to the customer-generator, such as but not limited to the review of capacity issues, system protection, aggregate harmonics analysis, aggregate

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BY AUTHORITY OF	ORDER OF THE PUBLIC SERV	/ICE COMMISS	ION CONTRACTOR OF THE PROPERTY
IN CASE NO.	DATED		By Executive Director

For All Counties Served
P.S.C. No. 52
Canceling Original Sheet No 37
1st Revised Sheet No 37

Fleming-Mason Energy Cooperative, Inc.

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

#### EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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DATE OF ISSUE March 25, 2009 DATE EFFECTIVE: April	1, 2009 4/1/2009
ISSUED BY COLL 5 R / TITLE President	PURSUANT TO 807 KAR 5:011 & Chief Executive Officer (1)
Issued by authority of an Order of the Public Service Commission of Case No. 2008-00169 Dated January 8, 2009	100

# FOR ENTIRE TERRITORY SERVED

Community, Town or City

	P.S.C. KY. NO. 52	
FLEMING-MASON ENERGY COOPERATIVE	Original SHEET NO. 37	

#### CLASSIFICATION OF SERVICE

power factor, and voltage regulation. The initial review will determine if a detailed system impact study for the proposed project is required.

If a system impact study is required, the customer-generator will be advised of the estimated cost of the study and shall reimburse the Cooperative for these costs once the study is completed. Only after the customer-generator has signed the Impact Study Agreement, will the study be conducted. The impact study shall evaluate, in detail, the impact of the proposed interconnection on the safety and reliability of the Cooperative's distribution system, and assesses whether any system modifications are required for interconnection. When construction, modifications, or upgrades to the distribution system are required to interconnect the customer-generator's electric generating facility, the customer-generator shall reimburse the Cooperative for all costs incurred. Once the customer-generator has reimbursed the Cooperative for any costs of system modifications (if required), the interconnection process will proceed.

# 10. Interruption or Reduction of Deliveries

The Cooperative may require the customer-generator to interrupt or reduce deliveries as follows: a) when necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of the Cooperative's equipment or system; or, b) if the Cooperative determines in its sole discretion that curtailment, interruption, or reduction is necessary because of emergencies, abnormal system operation, faulted conditions, or compliance with prudent electrical practices. Whenever possible, the Cooperative shall give the customer-generator reasonable notice of the possibility that interruption or reduction of deliveries may be required.

Notwithstanding any other provision of this Agreement, if at any time the Cooperative determines that either:

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- · the generating facility may endanger Cooperative personnel, or,
- the continued operation of customer-generator's generating facility may endanger the integrity of Cooperative's electric system,

The Cooperative shall have the right to disconnect the cust Cooperative's distribution system. The customer-generate disconnected until such time as the Cooperative is satisfie condition(s) have been corrected.	or's Facility shall remain I that the above-referenced PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
DATE OF ISSUE February 25, 2005 DATE  ISSUED BY TITLE  BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISS:  IN CASE NO DATED	

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 38

Fleming-Mason Energy Coo	perative, Inc.	1 <sup>st</sup> Revised Sheet No 38
	ms and Conditions included in the	mation provided in this Application is true, his Application for Interconnection and Net
Member Signature	Date	
Title		
C	OOPERATIVE APPROVAL	SECTION
approved subject to the provisions	contained in this Application ar	
Cooperative inspection and with	ess test: Required	Waived
days of completion of the with the Cooperative to installation or as otherwis the Member may not o successfully completed. other terms and condition Call  Pre-Inspection operational testin	generating facility installation a occur within 10 business days se agreed to by the Cooperative perate the generating facility. Additionally, the Member may s in the Application have been not o schedule an inspecting not to exceed two hours:  test is waived, operation of the good all other terms and condition ons to Application Information:	tion and witness test.
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Printed Name:	Title:	PUBLIC SERVICE COMMISSION OF KENTUCKY
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ISSUED BY C. L. S.	Ref TITLE Presi	PURSUANT TO 807 KAR 5:011 ident & Chief Execusive Officer (1)
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# FOR ENTIRE TERRITORY SERVED Community, Town or City

P.S.C. KY. NO.	52		
Original	_SHEET NO	38	

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FLEMING-MASON ENERGY COOPERATIVE

#### CLASSIFICATION OF SERVICE

# 11. Indemnity and Liability

The customer-generator hereby indemnifies and agrees to hold harmless and release the Cooperative and its officers, employees, contractors, and agents and each of the heirs, personal representatives, successors, and assigns of any of the foregoing (collectively, the "Indemnitees") from and against any and all losses, claims, damages, costs, demands, fines, judgments, penalties, obligations, payments, and liabilities, together with any costs and expenses (including without limitation attorneys' fees and out-of-pocket expenses and investigation expenses) incurred in connection with any of the foregoing, resulting from, relating to, or arising out of, or in connection with: a) any failure or abnormality in the operation of the customer's generating Facility or any related equipment; b) any failure of the customer-generator to comply with the standards, specifications, or requirements referenced in this Agreement which results in abnormal voltages or voltage fluctuations, abnormal changes in the harmonic content of the generating facility output, single phasing, or any other abnormality related to the quantity or quality of the power produced by the generating facility; c) any failure of the customer-generator duly to perform or observe any term, provision, covenant, agreement, or condition hereunder to be performed or by or on behalf of the customer or d) any negligence or intentional misconduct of customer related to the operation of the generating system or any associated equipment or wiring.

The customer-generator shall, upon the Cooperative's request, defend any suit asserting a claim covered by this indemnity. The customer-generator shall pay all costs (including reasonable attorneys' fees and costs) that may be incurred by the Cooperative in enforcing this indemnity.

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# 12. Liability Insurance

The customer-generator shall maintain general liability insurance coverage (through RVICE COMMISSIO homeowner's, commercial, or other policy) against a loss arising from the use or operation of the customer-generator Facility with minimum limits of \$300,000 per occurrence/\$300,000 aggregate combined single limit for personal injury, bodily injury, including death and property damage. Prior to interconnection, the customer-generator shall submit evidence of such insurance to the Cooperative with the Application for Net Metered Electrical Generation Service. The Cooperative's receipt of evidence of liability insurance does not imply an endorsement by the Cooperative of the terms and conditions of the coverage.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE (	COMMISSION
IN CASE NO. DATED	By
IN CABE NO.	Executive Director

For All Counties Served
P.S.C. No. 52
Canceling <u>Original</u> Sheet No 39
1st Revised Sheet No 39

Executive Director

Fleming-Mason Energy Cooperative, Inc.

### LEVEL 2

### Application For Interconnection And Net Metering

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

Submit this Application to:

FLEMING-MASON ENERGY P O BOX 328 FLEMINGSBURG KY 41041

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

606.845.2661 / www.fmenergy.com

Member Name:	Account Number:	
Member Address:		
Project Contact Person:		
Phone No.:	Email Address (Optional):	
	ormation for other contractors, installers, or engineering firms allation of the generating facilities:	
Total Generating Capacity of C	Generating Facility:	
Type of Generator: In	verter-Based Synchronous Induction	rglido
	Wind Hydro Biogas Biomass	حرا. او
-	d information must be submitted with this application to be y this should include the following:	1
DATE OF ISSUE March 25,		MOI <del>SSIMI</del>
ISSUED BY CLIFL	EFFECTIVE TITLE President & Chief Executive Officer	
Issued by authority of an Orde Case No. 2008-00169 Dated	TITLE President & Chief Executive Officer PURSUANT TO 807 KAP TO the Public Service Commission of Kentucky in SECTION 9 (1)  January 8, 2009	R 5:011
	By W Maeur	1

# FOR ENTIRE TERRITORY SERVED

Community, Town or City

APR 0 1 2009

	P.S.C. KY. NO.	52	
FLEMING-MASON ENERGY COOPERATIVE	Original	SHEET NO	39
CLASSIFICATION OF	SERVICE		

All inverters and associated interconnection equipment shall have been tested by a Nationally Recognized Testing Laboratory as having met the testing requirements of IEEE Standard 1547. Inverters and associated interconnection equipment listed for generating facility application (up to the size range covered by this Agreement and the Net Energy Metering tariff) listed on the following websites are hereby approved for application and installation under the terms of this Agreement and the terms of the Net Energy Metering Tariff:

### **List of Approved Equipment**

http://www.dps.state.ny.us/SIRDevices.PDF

13. Equipment Certification

http://www.fsec.ucf.edu/pvt/buyinstallpv/pvapprovals/approvals1.htm

http://www.consumerenergycenter.org/cgi-bin/eligible inverters.cgi

http://www.consumerenergycenter.org/cgi-bin/eligible pvmodules.cgi

# 14. Testing and Testing Records

The customer-generator shall provide to the Cooperative all records of testing. These records shall include testing at the start of commercial operation and periodic testing thereafter.

Factory testing of the protective systems shall be acceptable. In the case of a factory test, the customer-generator shall provide a written description and certification by the factory of the test, the test results, and the qualification of any independent testing laboratory. In addition, the settings of the equipment being installed are to be approved by the Cooperative prior to operating in parallel with the Cooperative's distribution system.

# 15. Rights of Access

The Cooperative may send an employee, agent, or contractor to the premises of the customer-ky public generator at any time whether before, during, or after the time the Facility first produce VICE COMMISSION energy to inspect the Facility and observe the Facility's installation, commissioning (including any testing), startup, operation, and maintenance. At any time the Cooperative, its employees, agents, or contractors shall have access to the customer-generator's premises for this or any other reasonable purpose in connection with the interconnection described in this Agreement, the Rules, or to provide service to its customers.

This Agreement only applies to one or more photovoltaic customer-generator and having a total installed capacity of up to 15 kW of Really times the EFFECTIVE

DATE OF ISSUE

February 25, 2005

DATE

February 25, 2005

DATE

FEFECTIVE

DATE

PURSUANT TO 807 KAR 5:011

President and Chickechieve Officer

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO.

DATE

DATED

Executive Director

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 40 1<sup>st</sup> Revised Sheet No 40

# Fleming-Mason Energy Cooperative, Inc.

- Single-line diagram of the member's system showing all electrical equipment from the generator
  to the point of interconnection with the Cooperative's distribution system, including generators,
  transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers,
  wire sizes, equipment ratings, and transformer connections.
- 2. Control drawings for relays and breakers.
- 3. Site Plans showing the physical location of major equipment.
- 4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
- If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
- 6. A description of how the generator system will be operated including all modes of operation.
- 7. For inverters, the manufacturer name, model number, and AC power rating. For certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL1741.
- 8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (Xd, X'd, & X"d).
- 9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Member Signature:	Date:	
		1./0
		c8/17/09

DATE OF ISSUE March 25, 2009

DATE EFFECTIVE: April 1, 2009

PUBLIC SERVICE COMMISSION

TITLE President & Chief Executive Officer Y

EFFECTIVE

Issued by authority of an Order of the Public Service Commission of Kentucky in 4/1/2009

Case No. 2008-00169 Dated January 8, 2009

PURSUANT TO 807 KAR 5:011

SECTION 9 (1)

# FOR ENTIRE TERRITORY SERVED

Community, Town or City

APR 0 1 2009

KENTUCKY PUBLIC

SERVICE COMMISSION

	P.S.C. KY. NO52
FLEMING-MASON ENERGY COOPERATIVE	Original SHEET NO. 40

#### **CLASSIFICATION OF SERVICE**

total site capacity of a generating facility previously covered under the terms of this Agreement exceed this capacity limit, the customer-generator is then in default of this Agreement. In this case, the provisions of Article 18, Default, will apply.

#### 17. Disconnection of Facilities

The Cooperative maintains the right to disconnect, without liability, the customer-generator's Facility, and suspend service, in cases where continued operation may endanger persons, the Cooperatives' distribution system, or other property. If the operation of the customer-generator's Facility poses an immediate danger to persons or the public, or the safe and stable operation of the Cooperative's distribution system, the Facility may be disconnected from the distribution system with no prior notice. In other cases, the customer-generator will be provided with an opportunity to correct the situation prior to disconnection. During an unplanned outage of the distribution system serving the customer-generator's Facility, the Cooperative shall have the right to suspend service and disconnect the Facility from the system to effect repairs on the system; in this case, the Cooperative shall use its reasonable efforts to provide the customer-generator with reasonable prior notice.

The customer-generator shall disconnect the facility from the system, or the Cooperative shall have the right to disconnect the Facility from the system, in the case of customer-generator's default under the terms of this Agreement.

#### 18. Default

Any one or more of the following acts or omissions of the customer-generator shall constitute an event of default hereunder:

· Failure to comply with the capacity limit of this Agreement;

• Failure to maintain the requisite levels of liability insurance in full force;

 Failure to install, operate and maintain the generating facility in accordance with all applicable standards, rules, regulations and laws;

 Failure to maintain any records, or submit any reports or test results required hereunder; and/or,

Failure to perform any of the other covenants and conditions of this Agreement.

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DATE OF ISSUE	February 25, 2005	DATE	EFFECTIVE	4/1/2005 NT TO 807 KAR 5:011
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BY AUTHORITY OF	ORDER OF THE PUBLIC SERVIC	CE COMMISS	ION	
IN CASE NO	DATED		By Fy	ecutive Director
			LA	ecutive Director

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No <u>41</u>

1<sup>st</sup> Revised Sheet No 41

Fleming-Mason Energy Cooperative, Inc.

# LEVEL 2 INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (Agreement) is made and entered into

this day of, 20, by and between	
(Cooperative), and(Member)	. Cooperative and Member are
hereinafter sometimes referred to individually as "Party" or	collectively as "Parties".
WITNESSETH:	
WHEREAS, Member is installing, or has installed, g protective relays and equipment (Generating Facility) used t with Cooperative's electric system, which Generating Facility. A, attached hereto and incorporated herein by this Agreement	to interconnect and operate in parallel ity is more fully described in Exhibit
Location:	
Generator Size and Type:	
NOW, THEREFORE, in consideration thereof, Member as	nd Cooperative agree as follows:
Cooperative agrees to allow the Member to interconnect at parallel with the Cooperative's electric system and the Member Metering Tariff and all the Terms and Conditions list additional conditions listed in Exhibit A.	aber agrees to abide by Cooperative's
TERMS AND CONDITIONS:	C8/1'//
<ol> <li>Fleming-Mason Energy shall provide the Member of for standard metering equipment, through a stan capable of measuring the flow of electricity in two ( any additional meter or meters or distribution upgra each direction, such installations shall be at the Men</li> </ol>	dard kilowatt-hour metering system (2) directions. If the Member requests des are needed to monitor the flow in
	Abril PU5005C SERVICE COMMISSION OF KENTUCKY sident & Chief Executive Officer
Issued by authority of an Order of the Public Service Commission Case No. 2008-00169 Dated January 8, 2009	PURSUANT TO 807 KAR 5:011  SECTION 9 (1)
	By Beer Executive Director
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# FOR ENTIRE TERRITORY SERVED Community, Town or City

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P.S.C. KY. NO.	52	

APR 0 1 2009

FLEMING-MASON ENERGY COOPERATIVE

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Original	SHEET NO	), 41

#### **CLASSIFICATION OF SERVICE**

Upon the occurrence of any of these events of default, the Cooperative may take any one, or more, or all, of the following actions:

Give the customer-generator a written notice specifying the event of default and requiring it to be remedied within thirty (30) days from the date of notice;

If the event of default is not timely remedied, a) terminate this agreement, effective two (2) days after giving the customer-generator notice of termination, and b) disconnect the Facility in accordance with the provisions of Article 17.

# 19. Metering

Metering equipment shall be capable of measuring and recording energy flows, on a kWh basis, from the Cooperative to the customer-generator and from the customer-generator to the Cooperative, with each directional energy flow recorded independently. If time-of-day or time-of-use metering is used, the electricity fed back to the electric grid by the customer-generator shall be metered and accounted for at the specific time it is fed back to the electric grid in accordance with the time-of-day or time-of-use billing agreement currently in place. If the customer-generator's existing electrical meter is not capable of registering the flow of electricity in two directions, the customer shall be responsible for all expenses involved in purchasing and installing a meter (or meters) that is able to register electricity flow in two directions. All metering shall be capable of working with any automatic meter reading systems used by the Cooperative.

# 20. Application and Agreements

A customer-generator seeking to interconnect an eligible electric generating facility to the Commission Cooperative's distribution system must submit to the Cooperative the following documents in addition to this Agreement:

- Application for Net Metered Electrical Generation Service, completed and executed, including a one-line diagram showing the configuration of the customergenerator's facility;
- Interconnection Agreement for Net Metering Service, executed prior to interconnection.

	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE IN CASE NO DATED	CE COMMISSION By  Executive Director

For All Counties Served P.S.C. No. 52 Canceling <u>Original</u> Sheet No 42 1<sup>st</sup> Revised Sheet No 42

ecutive Director

# Fleming-Mason Energy Cooperative, Inc.

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

DATE OF ISSUE March 25, 2009 DATE EFFECTIVE: At	TIPUTO SERVICE COMMISSION
0/1511 - 0	OF KENTUCKY.
ISSUED BY Checker S. Key TITLE Presid	ent & Chief Executive Officer
Issued by authority of an Order of the Public Service Commission	
Case No. 2008-00169 Dated <u>January 8, 2009</u>	AN OR
	By W Mour

# FOR ENTIRE TERRITORY SERVED

Community, Town or City

	P.S.C. KY. NO.	52	
FLEMING-MASON ENERGY COOPERATIVE	Original	SHEET NO	42

#### CLASSIFICATION OF SERVICE

The Cooperative may reject an application for demonstrable reliability or safety issues; however, the Cooperative will work with the customer to resolve those issues to the extent practicable.

# 21. 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-generator may terminate this Agreement at any time by giving the Cooperative at least sixty (60) days' written notice; (b) Cooperative may terminate upon failure by the customer-generator 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 the Cooperative, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) the Cooperative may terminate by giving the customer-generator at least thirty (30) days notice in the event that there is a material change in an applicable law, or any requirement of the Cooperative's wholesale electric suppliers or of any transmission utility, independent system operator or regional transmission organization having responsibility for the operation of any part of the system.

# 22. Severability

If any portion or provision of this Agreement is held or adjudged for any reason to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

# 23. Amendment

This Agreement may be amended only upon mutual agreement of the parties, which amendment will not be effective until reduced to writing and executed by the parties.

CANCELLED
APR 0 1 2009

KENTUCKY PUBLIC SERVICE COMMISSION

# 24. Independent Contractors

The parties hereto are independent contractors and shall not be deemed to be partners, employees, franchisees or franchisers, servants or agents of each other for any purpose whatsoever under or in connection with this Agreement.

whatsoever under or in connection with this Agreemer	PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE
A-00	ATE EFFECTIVE 4/1/2005 PURSUANT TO 807 KAR 5:011 President & Chief Executive Officer
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMM IN CASE NO DATED	By Executive Director

For All Counties Served P.S.C. No. 52 Canceling Original Sheet No 43 1<sup>st</sup> Revised Sheet No 43

Fleming-Mason Energy Cooperative, Inc.

of its other members or to any electric system interconnected with Fleming-Mason Energy's electric system. The Member shall agree that the interconnection and operation of the generating facility is secondary to, and shall not interfere with, Fleming-Mason Energy's ability to meet its primary responsibility of furnishing reasonably adequate service to its members.

- 6) The Member shall be responsible for protecting, at the Member's sole cost and expense, the generating facility from any condition or disturbance on Fleming-Mason Energy'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 Fleming-Mason Energy shall be responsible for repair of damage caused to the generating facility resulting solely from the negligence or willful misconduct on the part of Fleming-Mason Energy.
- 7) After initial installation, Fleming-Mason Energy shall have the right to inspect and/or witness commissioning tests, as specified in the Level 1 or Level 2 Application and approval process. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to the Member, Fleming-Mason Energy shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance, and operation of the generating facility comply with the requirements of this tariff.
- 8) For Level 1 and 2 generating facilities, an eligible Member shall furnish and install on the Member's side of the point of common coupling a safety disconnect switch which shall be capable of fully disconnecting the Member's energy generating equipment from Fleming-Mason Energy's electric service under the full rated conditions of the Member's generating facility. The external disconnect switch (EDS) shall be located adjacent to Fleming-Mason Energy's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, the Member shall be responsible for ensuring that the location of the EDS is properly and legibly identified for so long as the generating facility is operational. The disconnect switch shall be accessible to Fleming-Mason Energy personnel at all times. Fleming-Mason Energy may waive the requirement for an EDS for a generating facility at its sole

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		PURSULANT TO 807 KAR 5:011
Issued by authority of an Order of the Publi	c Service Commission	f Kentucky in SECTION 0 (1)

Case No. 2008-00169 Dated January 8, 2009

# FOR ENTIRE TERRITORY SERVED Community, Town or City

	P	.S.C. KY. NO	52	
FLEMING-MASON ENERGY COOPERATIVE	<u>C</u>	riginal	_SHEET NO	43
CLASSIFICAT	ION OF S	ERVICE		
25. Governing Law				
This Agreement shall be governed by and const of Kentucky. Venue for any action arising under be in the Fleming County Circuit Court.				
26. Notices				
Notices given under this Agreement are deemed delivered or sent by United States certified mail		-		
(a) If to the Cooperative:				
Fleming-Mason Energy Cooperative				
P.O. Drawer 328				
Flemingsburg, KY 41041				
				CANCELLED
The above-listed names, titles, and addresses of	either par	ty may be cl	nanged by writ	ten APR 0 1 2009
notification to the other.				KENTUCKY PUBLIC SERVICE COMMISSION
27. Assignment				
This Agreement and all provisions hereof shall i				
parties hereto, their personal representatives, her generator shall not assign this Agreement or any				
of the Cooperative, and such consent shall be wi	*			
Any unauthorized assignment may result in defa				
		PUBLIC	SERVICE CO OF KENTUC EFFECTIVE	OMMISSION   CKY
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SSUED BY POUND	TITLE		SUANT TO 807 I nt & Chile NE Sec	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE	COMMISS	ON _	All	
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discretion, and on a case-by-case basis, upon review of the generating facility operating parameters and if permitted under Fleming-Mason Energy's safety and operating protocols.

- 9) Fleming-Mason Energy shall have the right and authority at Fleming-Mason Energy's sole discretion to isolate the generating facility or require the Member to discontinue operation of the generating facility if Fleming-Mason Energy believes that: (a) continued interconnection and parallel operation of the generating facility with Fleming-Mason Energy's electric system may create or contribute to a system emergency on either Fleming-Mason Energy's or the Member's electric system; (b) the generating facility is not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability, or power quality of Fleming-Mason Energy's electric system; or (c) the generating facility interferes with the operation of Fleming-Mason Energy's electric system. In non-emergency situations, Fleming-Mason Energy shall give the Member notice of noncompliance including a description of the specific noncompliance condition and allow the Member a reasonable time to cure the noncompliance prior to isolating the generating facilities. In emergency situations, when Fleming-Mason Energy is unable to immediately isolate or cause the Member to isolate only the generating facility, Fleming-Mason Energy may isolate the Member's entire facility.
- 10) The Member shall agree that, without the prior written permission from Fleming-Mason Energy, no changes shall be made to the generating facility as initially approved. Increases in generating facility capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in generating facility capacity is allowed without approval.
- 11) To the extent permitted by law, the Member shall protect, indemnify, and hold harmless Fleming-Mason Energy and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorneys fees, for or on account of any injury or death of persons or damage to property caused by the Member or the Member's employees, agents, representatives and contractors in tampering with, repairing, maintaining, or operating the Member's generating facility or any related equipment or any facilities owned by Fleming Mason

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ISSUED BY	las beles 2	Key/_T	ITLE Presid	ent & Chief Executive Officer
				PURSUANT TO 807 KAR 5:011
Issued by authorit	v of an Order of the	e Public Service C	ommission	of Kentucky in SECTION 0 (1)

Case No. 2008-00169 Dated January 8, 2009

By A A Soutive Directe

# FOR ENTIRE TERRITORY SERVED Community, Town or City

Executive Director

	P.S.C. KY. NO	52
FLEMING-MASON ENERGY COOPERATIVE	Original	SHEET NO. 44
CLASSIFICA	ATION OF SERVICE	
28. Signatures/Agreement Exec IN WITNESS WHEREOF, the Parties have respective duly authorized representatives.		be signed by their
FLEMING-MASON ENERGY COOPERATIVE		
BY:		
TITLE:		
DATE:		
[CUSTOMER-GENERATOR NAME]		
BY:		
TITLE:		
DATE:		
		CANCELLED
		APR 0 1 2009 KENTUCKY PUBLIC
		SERVICE COMMISSIO
	PUBLIC	SERVICE COMMISSION OF KENTUCKY EFFECTIVE
DATE OF ISSUE February 25, 2005	DATE EFFECTIVE	
ISSUED BY P. C. W.		ent SECTHONES debutive Officer
BY AUTHORITY OF ORDER OF THE PUBLIC SERVI		
IN CASE NO DATED	By S	

Energy except where such injury, death or damage was caused or contributed to by the fault or negligence of the Fleming-Mason Energy or its employees, agents, representatives, or contractors.

The liability of Fleming-Mason Energy to the Member for injury to person and property shall be governed by the tariff(s) for the class of service under which the Member is taking service.

- 12) The Member shall maintain general liability insurance coverage (through a standard homeowner's, commercial, or other policy) for both Level 1 and Level 2 generating facilities. The Member shall, upon request, provide Fleming-Mason Energy 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, Fleming-Mason Energy does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.
- 14) A Member's generating facility is transferable to other persons or service locations only after notification to the Fleming-Mason Energy has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, member, or location, Fleming-Mason Energy will verify that the installation is in compliance with this tariff and provide written notification to the member(s) within 20 business days. If the installation is no longer in compliance with this tariff, Fleming-Mason Energy will notify the Member in writing and list what must be done to place the facility in compliance.

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

DATE OF ISSUE March 25, 2009	DATE EFFECTIVE: A	pril 1, 2009
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Issued by authority of an Order of the	e Public Service Commission	4/1/2009 of Kentucky in NOT KAR 5:011
Case No. 2008-00169 Dated Janua	ary 8, 2009	SECTION 9 (1)

By Executive Director

#### EFFECTIVE TERM AND TERMINATION RIGHTS

This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. This Agreement may be terminated as follows: (a) The Member may terminate this Agreement at any time by giving Fleming-Mason Energy at least sixty (60) days' written notice; (b) Fleming-Mason Energy may terminate upon failure by the Member to continue ongoing operation of the generating facility; (c) either party may terminate by giving the other party at least thirty (30) days prior written notice that the other party is in default of any of the terms and conditions of the Agreement or the Rules or any rate schedule, tariff, regulation, contract, or policy of Fleming-Mason Energy, so long as the notice specifies the basis for termination and there is opportunity to cure the default; (d) Fleming-Mason Energy may terminate by giving the Member at least thirty (30) days notice in the event that there is a material change in an applicable law, regulation or statute affecting this Agreement or which renders the system out of compliance with the new law or statute.

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

COOPERATIVE NAME	MEMBER	
Ву:	Ву:	
Printed Name	Printed Name	
Title:	Title:	
		C8/17/09

DATE OF ISSUE March 25, 2009 DATE EFF	FECTIVE: APPLIEDINGSERVICE COMMISSION
ISSUED BY Challes Ren T	OF KENTUCKY TILE President & Chief Executive Officer
	PURSUANT TO 807 KAR 5:011
Issued by authority of an Order of the Public Service C Case No. 2008-00169 Dated January 8, 2009	commission of Kentucky SECTION 9 (1)
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	By A

# **Direct Load Control of Water Heaters Program**

#### Direct Load Control of Air-Conditioners Program

#### Purpose

The Direct Load Control of Water Heaters and Air Conditioners will encourage the reduction in growth of peak demand, enabling the Company to utilize its system more efficiently and defer the construction of new generation.

#### Availability

Both the Direct Load Control of Water Heaters Program and the Direct Load Control of Air Conditioners Program are available to residential customers in the service territories of Fleming-Mason Energy Cooperative, Inc. Availability may be denied where, in the judgment of the Fleming-Mason Energy Cooperative, Inc., installation of the load control equipment is impractical.

#### Eligibility

To qualify for these Programs, the participant must be located in the service territory of Fleming-Mason Energy Cooperative, Inc. and have central air conditioning or heat pump units and/or 40-gallon (minimum) electric water heating units. The above appliances may be electrically cycled or interrupted in accordance with the rules of this Tariff.

### Incentive - Direct Load Control of Water Heaters Program

Fleming-Mason Energy Cooperative, Inc. will provide an incentive to the participants in this program. Fleming-Mason Energy Cooperative, Inc. will credit the residential power bill of the participant \$10.00 per water heater each year. The participant will receive this credit regardless of whether the water heater is cycled during the month.

AUG 0 1 2009

KENTUCKY PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

DATE OF ISSUE: Oct. 2. 2008 DATE EFFECTIVE: Service rendered on and

C101-11

UED BY TITI

Issued by authority of an Order of the Public Service Commission Case No. 2008-00161

TITLE President & CSECTION 9 (1)

Executive Ditector

#### Incentive - Direct Load Control of Air-Conditioners Program

Fleming-Mason Energy Cooperative, Inc. will provide an incentive to the participants in this program. The customer may select one of two alternatives. One, Fleming-Mason Energy Cooperative, Inc. will credit the residential power bill of the participant \$20.00 per air conditioner (\$5 per summer months, June, July, August, and September). Two, alternatively, EKPC, on behalf of Fleming-Mason Energy Cooperative, Inc., will provide and install at no cost a digital thermostat for the participant. The participant will receive one of these incentives regardless of whether the air conditioner or heat pump is controlled during the month.

# Time Period for the Direct Load Control of Water Heaters Program

A load control switch will be placed on the water heater and may be electrically interrupted for a maximum time period of four hours.

East Kentucky Power Cooperative ("EKPC") will cycle the water heaters only during the hours listed below.

> Months October through April

May through September

Hours Applicable for Demand Billing - EST

6:00 a.m. to 12:00 noon 4:00 p.m. to 10:00 p.m. 10:00 a.m. to 10:00 p.m.

### Time Period for the Direct Load Control of Air Conditioners

A load control device (switch or thermostat) will be placed on each central air conditioning unit or heat pump that will allow the operating characteristics of the unit to be modified (by cycling the unit off for periods of time up to 7.5 minutes of each 15-minute interval, or by adjusting the temperature setting on the thermostat up to two degrees) to reduce demand on the system.

EKPC will control the air conditioning units and heat pumps only during its summer on-peak billing hours listed below.

> Months May through September

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

CANCELLED AUG 0 1 2009 KENTUCKY PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION OF KENTUCKY **EFFECTIVE** 

10/2/2008

DATE OF ISSUE: DATE EFFECTIVE: Service renderde Strand after 80% tk 2R25081 SECTION 9 (1)

ISSUED BY

Issued by authority of an Order of the Public Service Commission Bi

Case No. 2008-00161

Executive Difector

#### **Terms and Conditions**

- 1. If a participant decides to withdraw from the program(s) or change to another load control option, Fleming-Mason Energy Cooperative, Inc. will endeavor to implement the change as soon as possible.
- 2. Prior to the installation of load control devices, Fleming-Mason Energy Cooperative, Inc. may inspect the participant's electrical equipment to insure good repair and working condition, but Fleming-Mason Energy Cooperative, Inc. shall not be responsible for the repair or maintenance of the electrical equipment.
- 3. EKPC, on behalf of Fleming-Mason Energy Cooperative, Inc., will install, own, and maintain the load management devices controlling the participant's air conditioner or water heater. The participant must allow Fleming-Mason Energy Cooperative, Inc. reasonable access to install, maintain, inspect, test and remove load control devices. Inability of Fleming-Mason Energy Cooperative, Inc. to gain access to the load management device to perform any of the above activities for a period exceeding 30 days may, at Fleming-Mason Energy Cooperative, Inc.'s option, result in discontinuance of credits under this tariff until such time as Fleming-Mason Energy Cooperative, Inc. is able to gain the required access.



PUBLIC SERVICE COMMISSION OF KENTUCKY

DATE OF ISSUE: Oct. 2. 2008 DATE EFFECTIVE: Service rendered on and after Oct. 2. 200

ISSUED BY TITLE President & Chief Exceptive Officer

Issued by authority of an Order of the Public Service Commissio

Case No. 2008-00161

Executive Director

# COGENERATION AND SMALL POWER PRODUCTION POWER PURCHASE RATE SCHEDULE LESS THAN 100 kW

### **AVAILABILITY**

Available only to qualified cogeneration or small power production facilities with a design capacity of less than 100 kW which have executed a contract with Fleming-Mason Energy and East Kentucky Power Cooperative, Inc. ("EKPC") for the purchase of electric power by EKPC.

#### RATES

- 1. Capacity
  - a. \$40.40 per kW per year is applicable if cogenerator or small power producer is dispatched by EKPC.
  - \$0.00614 per kWh is applicable if cogenerator or small power producer is not dispatched by EKPC.
- 2. Energy A base payment per kWh is listed below for a time-differentiated basis or a non-time differentiated basis for the specified years.
  - a. Time Differentiated Rates:

	Wi	nter	Sun	mer	
Year	On-Peak	Off-Peak	On-Peak	Off-Peak	7
2008	\$0.06032	\$0.04293	\$0.06637	\$0.03199	(I)
2009	\$0.05722	\$0.03881	\$0.05447	\$0.02094	(I)
2010	\$0.05647	\$0.03461	\$0.05069	\$0.02203	(1)
2011	\$0.06015	\$0.03899	\$0.06448	\$0.03069	(I)
2012	\$0.05875	\$0.03817	\$0.05737	\$0.02486	(1)

b. Non-Time Differentiated Rates:

C6/1/09

Year	2008	2009	2010	2011	2012	
Rate	\$0.05120	\$0.04428	\$0.04219	\$0.04933	\$0.04596	(1)
					RVICE COMM	MISSION
DATE OF ISS	SUE May 8, 2008		DATE EFFECT	IVE June 1, 200	FFECTIVE	
	00110	D mm			6/1/2008	
ISSUED BY	late >	- Ken IIII	E President & C	hief Executive O		5:011
Toward has auth	ority of an Order	of the Dublin Sar	vice Commissio	S . S	ECTION 9 (1)	
		of the Fublic Sei	Dated April 28			
Case No. 2008	6-00128		Dated April 20	- / XT 1	~ 8/	,
				By Cyona Exe	ecutive Director	bo

For Area Served
P.S.C. No. \_3
Original Sheet No. \_2
Canceling P.S.C. No. \_
Original Sheet No. \_

Fleming-Mason Energy Cooperative, Inc.

The on-peak and off-peak energy rates are applicable during the hours listed below for each season:

Winter (October - April)

On-Peak

7:00 a.m. - 12:00 noon

5:00 p.m. - 10:00 p.m.

Off-Peak

12:00 noon - 5:00 p.m.

10:00 p.m. - 7:00 a.m.

Summer (May - September)

On-Peak

10:00 a.m. - 10:00 p.m.

Off-Peak

10:00 p.m. - 10:00 a.m.

#### TERMS AND CONDITIONS

- 1. All power from a Qualifying Facility (QF) will be sold only to EKPC.
- 2. Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
- Qualifying Facility (QF) shall provide reasonable protection for EKPC and Fleming-Mason Energy.
- Qualifying Facility (QF) shall design, construct, install, own, operate, and maintain the
  Qualifying Facility in accordance with all applicable codes, laws, regulations, and generally
  accepted utility practices.
- Qualifying Facility shall reimburse EKPC and Fleming-Mason Energy for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

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		PUBLIC SERVICE COMMISSION
DATE OF ISSUE May 8, 2008	DATE EFFECT	IVE June 1, 2008 KENTUCKY
. 0 .		EFFECTIVE
ISSUED BY Charles . Ry	TITLE President & Cl	tief Executive Officer PURSUANT TO 807 KAR 5:011
Issued by authority of an Order of the Pub	olic Service Commission	SECTION 9 (1)
Case No. 2008-00128	Date	By Strokania St.
		Executive Ditector

For Area Served
P.S.C. No. \_3
Original Sheet No. \_3
Canceling P.S.C. No. \_
Original Sheet No. \_

Fleming-Mason Energy Cooperative, Inc.

- Qualifying Facility shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury \$1,000,000.00
  - b. Property Damage \$500,000.00
- 7. Initial contract term shall be for a minimum of five years.

(N)

- 8. Qualifying Facilities proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
- Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.

(N)

10. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

C10/1/09

·	PUBLIC SERVICE COMMISSION OF KENTUCKY
DATE OF ISSUE May 8, 2008	DATE EFFECTIVE June 1, 2008 FFFECTIVE 6/1/2008
ISSUED BY Chather 5. Ray	PURSUANT TO 807 KAR 5:011  TITLE President & Chief Executive Officer (1)
Issued by authority of an Order of the P	ablic Service Commission of
Case No. 2008-00128	Dated By Typhania Fumby
	/ Executive Director

# COGENERATION AND SMALL POWER PRODUCTION POWER PURCHASE RATE SCHEDULE OVER 100 kW

#### AVAILABILITY

Available only to qualified cogeneration or small power production facilities with a design capacity of over 100 kW which have executed a contract with Fleming-Mason Energy Cooperative, Inc. and East Kentucky Power Cooperative, Inc. ("EKPC") for the purchase of electric power by EKPC.

#### RATES

The rates set forth below shall be used as the basis for negotiating a final purchase rate with qualifying facilities pursuant to Section 7 of 807 KAR 5:054.

(T)

- 1. Capacity
  - a. \$40.40 per kW per year is applicable if cogenerator or small power producer is dispatched by EKPC.
  - \$0.00614 per kWh is applicable if cogenerator or small power producer is not dispatched by EKPC.
- Energy A base payment per kWh is listed below for a time-differentiated basis or a non-time differentiated basis for the specified years.
  - a. Time Differentiated Rates:

	Wi	nter	Sun	nmer
Year	On-Peak	Off-Peak	On-Peak	Off-Peak
2008	\$0.06032	\$0.04293	\$0.06637	\$0.03199
2009	\$0.05722	\$0.03881	\$0.05447	\$0.02094
2010	\$0.05647	\$0.03461	\$0.05069	\$0.02203
2011	\$0,06015	\$0.03899	\$0.06448	\$0.03069
2012	\$0.05875	\$0.03817	\$0.05737	\$0.02486

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(I)

b. Non-T	ime Differentiated	i Rates:		PUBLIC S	SERVICE COMM	IISSION
Year	2008	2009	2010	2011	OH KENNYEKY	
Rate	\$0.05120	\$0.04428	\$0.04219	\$0.04933	6/\$0.04596	(1)
				PURSU	JANT TO 807 KAR	5:011
DATE OF ISS	SUE May 8, 2008		DATE EFFECT	VE June 1, 20	008ECTION 9 (1)	
	r. D 1					

ISSUED BY TITLE President & Chief |

Issued by authority of an Order of the public Service Commission by

Case No. 2008-00128

Dated At Executive Director

For Area Served
P.S.C. No. 3
Original Sheet No 2
Canceling P.S.C. No. Original Sheet No.

Fleming-Mason Energy Cooperative, Inc

The on-peak and off-peak energy rates are applicable during the hours listed below for each season:

Winter (October - April)

On-Peak 7:00 a.m. - 12:00 noon

5:00 p.m. - 10:00 p.m.

Off-Peak 12:00 noon - 5:00 p.m.

10:00 p.m. - 7:00 a.m.

Summer (May - September)

On-Peak 10:00 a.m. - 10:00 p.m.

Off-Peak 10:00 p.m. - 10:00 a.m.

#### TERMS AND CONDITIONS

- 1. All power from a Qualifying Facility (QF) will be sold only to EKPC.
- Seller must provide good quality electric power within a reasonable range of voltage, frequency, flicker, harmonic currents, and power factor.
- 3. Qualifying Facility (QF) shall provide reasonable protection for EKPC and Fleming-Mason Energy Cooperative, Inc.
- Qualifying Facility (QF) shall design, construct, install, own, operate, and maintain the
  Qualifying Facility in accordance with all applicable codes, laws, regulations, and generally
  accepted utility practices.
- Qualifying Facility shall reimburse EKPC and Fleming-Mason Energy for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

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ATE OF ISSUE May 8, 2008	DATE EFFECTIVE HELIC 2015 VICE COMMISSION
· · · · · · · · · · · · · · · · · · ·	DATE EFFECTIVE HALL 2008 VICE COMMISSION OF KENTUCKY

ISSUED BY Chief Executive Office 1/2008

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

Issued by authority of an Order of the Public Service Commission of Case No. 2008-00128

Dated 4

By S

Executive Director

# Fleming-Mason Energy Cooperative, Inc.

- Qualifying Facility shall obtain insurance in the following minimum amounts for each occurrence:
  - a. Public Liability for Bodily Injury \$1,000,000.00
  - b. Property Damage \$500,000.00
- 7. Initial contract term shall be for a minimum of five years.

(N)

(N)

- 8. Qualifying Facilities proposing to supply as available (non-firm) electric power shall not be entitled to a capacity payment.
- 9. Qualifying cogeneration and small power production facilities must meet the definition set forth in 807 KAR 5:054 to be eligible for this tariff.
- 10. Updated rates will be filed with the Public Service Commission of Kentucky by March 31 of each year.

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<b>PUBLIC</b>	SERVICE COMMISSION
	OF KENTUCKY

DATE OF ISSUE May 8, 2008

DATE EFFECTIVE June 1, 2008 FFECTIVE

PURSUANT TO 807 KAR 5:011
TITLE President & Chief Executive QEICETON 9 (1)

Issued by authority of an Order of the Public Service Commission of

Case No. 2008-00128

**Executive Director** 

#### FLEMING-MASON RURAL ELECTRIC COOPERATIVE

#### **CORPORATION OF**

# FLEMINGSBURG, KENTUCKY

# RATES, RULES AND REGULATIONS FOR INTERRUPTIBLE SERVICE

STANDARD RIDER

APR 0 1 2009

KENTUCKY PUBLIC SERVICE COMMISSION

# FILED WITH PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED <u>JUNE 28, 1995</u>

EFFECTIVE JULY 18, 1995

ISSUED BY <u>FLEMING-MASON RURAL ELECTRIC</u> COOPERATIVE CORPORATION

ANNUONY POVER

PRESIDENT AND CEO

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 18 1995

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

BY: Jordan C. neel

FOR THE PUBLIC SERVICE COMMISSION

For Area Served	
P.S.C. KY. No.	5
Original Sheet No.	1
Cancelling P.S.C. KY. No	
Original Sheet No.	

Fleming-Mason RECC

#### INTERRUPTIBLE SERVICE

CANCELLED

APR 0 1 2009

KENTUCKY PUBLIC SERVICE COMMISSION

#### STANDARD RIDER

This Interruptible Rate is a rider to Rate Schedules LGS, LIS1, LIS2, LIS3, LIS4, LIS5, LIS6, LIS4B, LIS5B, and LIS6B.

#### **APPLICABLE**

In all territory served by the Cooperative.

#### AVAILABILITY OF SERVICE

This schedule shall be made available to any member where that member will contract for an interruptible demand of not less than 250kW and not more than 20,000 kW, subject to a maximum number of hours of interruption per year and a notice period as listed below.

#### MONTHLY RATE

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

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

	ANNUAL HOURS OF INTERRUPTION		
NOTICE	200	300	400

200	300	400
\$2.70	\$3.15	\$3.60
\$2.25	\$2.25	\$3.15
		\$2.70 \$3.15

JUL 18 1995

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

#### DETERMINATION OF MEASURED LOAD - BILLING DEMAND

The monthly billing demand shall be the highest average rate at which energy is used during any fifteen consecutive

FOR THE FUBLIC SERVICE COMMISSION minute period during the below listed hours:

**MONTHS** 

HOURS APPLICABLE FOR DEMAND

BILLING - E.S.T. 7:00 a.m. to 12:00 noon 5:00 p.m. to 10:00 p.m.

May through September

October through April

10:00 a.m. to 10:00 p.m.

The interruptible billing demand shall be equal to the amount by which the monthly billing demand exceeds the minimum billing demand as specified in the contract.

DATE OF ISSUE June 28, 1995

DATE EFFECTIVE July 18, 1995

ISSUED BY THE P. THE

TITLE President and Chief Executive Officer

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. \_\_\_\_\_ dated \_\_\_\_\_

Flemi	ng-Mason		For Area Served P.S.C. KY. No. 5 Original Sheet No 2 Cancelling P.S.C. KY. No. Original Sheet No CANCELLED	
CONI	DITIONS	OF SERVICE FOR MEMBER CONTRACT	APR 0 1 2009  KENTUCKY PUBLIC	
1.		The member will, upon notification by the Cooperative, reduce his load being supplied by the Cooperative to the contract capacity level specified by the contract.		
2.		Cooperative will endeavor to provide the member with as much advance notice as possible of the truption of service. However, the member shall interrupt service within the notice period as contracted.		
3.		Service will be furnished under the Cooperative's "Rules and Regulations" except as set out herein and/or provisions agreed to by written contract.		
4.	No responsibility of any kind shall attach to the Cooperative for, or on account of, any loss or damage caused by, or resulting from, any interruption of curtailment of this service.			
5.	The Member shall own, operate, and maintain all necessary equipment for receiving electric energy and all telemetering and communications equipment, within the Member's premises, required for interruptible service.			
5.	month	The minimum original contract period shall be <u>one year</u> and thereafter until terminated by giving at least six months previous written notice. The Cooperative may require a contract be executed for a longer initial term when deemed necessary by the size of the load and other conditions.		
7.	The F	uel Adjustment Clause, as specified in the prevailing rate sch	nedule is applicable.	
CALC	CULATIO	N OF MONTHLY BILL		
The m	onthly bi	ll is calculated on the following basis:		
	A.	Sum of customer charge, plus	DIELIC SEDVICE CONTROL	
	В.	Minimum billing demand in kW multiplied by the firm ca	EFFECTIVE	
	C.	Interruptible billing demand in kW multiplied by interrup	tible rate, plus	
	D.	Energy usage in kWh multiplied by the energy rate.	JUL 18 1995	
			PURSUANT TO 807 KAR 5:01 SECTION 9 (1) BY: Goden C. Meel FOR THE PUBLIC SERVICE COMMISS	
DATE	OF ISSI		FECTIVE July 18, 1995 esident and Chief Executive Officer	

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. \_\_\_\_\_dated\_

For Area Served	
P.S.C. No.	5
Original Sheet No.	3_
Cancelling P.S.C. No.	
Original Sheet No.	

#### Fleming-Mason RECC

#### NUMBER AND DURATION OF INTERRUPTIONS

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

#### CHARGE FOR FAILURE TO INTERRUPT

If member fails to interrupt load as requested by the Cooperative, The Cooperative shall bill the entire billing demand at a rate equal to five (5) times the applicable firm power demand charge for that billing month.

CANCELLED

APR 0 1 2009

KENTUCKY PUBLIC SERVICE COMMISSION

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 18 1995

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

BY: Gordon C. Neel
FOR THE PUBLIC SERVICE COMMISSION

DATE OF ISSUE June 28, 1995	DATE EFFECTIVE July 18, 1995	
ISSUED BY	TITLE President and Chief Executive Officer	
Issued by authority of an Order of the Public Service Commission of Kentucky in Case Nodated		