

FOR Territory Served
Community Town or City

P.S.C. No. 1

ORIGINAL SHEET NO. 1

NOLIN RECC
Name of Issuing Corporation

CANCELLING P.S.C. NO.

ORIGINAL SHEET NO.

CLASSIFICATION OF SERVICE

RATE
PER UNIT

Cogeneration and Small Power Production Rate Schedule

AVAILABILITY

Available only to qualified cogenerators and small power producers with a rated capacity of over 100 KW which have executed a contract for the sale of power to Nolin RECC.

RATE SCHEDULE

- 1. Capacity - \$0.00
- 2. Energy

A base payment per kWh of energy as listed below for the appropriate calendar years:

| Year | 0-50 MW | 50-100 MW |
|------|---------|-----------|
| 1982 | 1.463¢ | 1.421¢ |
| 1983 | 1.535¢ | 1.499¢ |
| 1984 | 1.686¢ | 1.659¢ |
| 1985 | 1.625¢ | 1.596¢ |
| 1986 | 1.732¢ | 1.711¢ |
| 1987 | 1.897¢ | 1.870¢ |

PUBLIC SERVICE COMMISSION
OF KENTUCKY,
EFFECTIVE

JUN 29 1984

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

BY: Jordan C. Neal

DATE OF ISSUE July 23, 1984

DATE EFFECTIVE June 28, 1984

ISSUED BY

Joseph H. Karger
Name of Officer

TITLE

General Manager

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

Case No. 8566

Dated June 28, 1984

FOR Territory Served
Community Town or City

P.S.C. No. 1

ORIGINAL SHEET NO. 2

NOLIN RECC
Name of Issuing Corporation

CANCELLING P.S.C. NO.

ORIGINAL SHEET NO.

CLASSIFICATION OF SERVICE

| | RATE PER UNIT |
|--|--|
| <p><u>TERMS AND CONDITIONS</u></p> <ol style="list-style-type: none"> All payments due the seller are payable on or before the twentieth day of the month following the month for which payment is due unless other arrangements are specifically contracted for. All power from qualifying facilities will be sold to Nolin RECC. Seller shall provide good quality electric power within reasonable range of voltage, frequency, flicker, harmonic currents, and power factor. Seller shall provide reasonable protection for the Nolin RECC system and East Kentucky Power System including, but not limited to, the following: <ol style="list-style-type: none"> Synchronization Phase and Ground Faults High or Low Voltage High or Low Frequency Seller shall provide lockable disconnect switch accessible at all times by Nolin RECC and East Kentucky Power personnel. Seller shall design, construct, install, own, operate, and maintain the qualifying facility in accordance with all applicable codes, laws, regulation and generally accepted utility practice. Seller's plans must be approved by Nolin RECC and East Kentucky Power Cooperative. | <p>C 6/1/2008</p> <p>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 1984</p> <p>PURSUANT TO 807 KAR 5:011, SECTION 9(1) BY: <u>Jordan C. Neal</u></p> |

DATE OF ISSUE July 23, 1984 DATE EFFECTIVE June 28, 1984

ISSUED BY Jacob H. Hargle TITLE General Manager
Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky
Case No. 8566 Dated June 28, 1984

FOR Territory Served
Community Town or City

P.S.C. NO. 1

ORIGINAL SHEET NO. 3

NOLIN RECC
Name of Issuing Corporation

CANCELLING P.S.C. NO.

ORIGINAL SHEET NO.

CLASSIFICATION OF SERVICE

RATE
PER UNIT

- 8. Seller shall maintain operations and maintenance records including start-up and down time.
- 9. Seller shall reimburse Nolin RECC for any additional costs as a result of interconnecting with the seller including operation, maintenance, administration, and billing expenses.
- 10. Seller shall allow 24 hour access to all metering equipment for Nolin RECC and East Kentucky Power personnel.
- 11. Seller shall contract with member cooperative for stand-by power to meet seller's power needs when seller's generation is down.
- 12. Seller shall provide space for the interconnection facility at no cost to Nolin RECC or East Kentucky Power Cooperative.
- 13. Seller agrees to indemnify and hold harmless Nolin RECC, East Kentucky Power Cooperative, their directors, officers, employees or agents from all actions except as may be solely caused by them.
- 14. Seller shall obtain insurance in at least the following amounts for each occurrence:
 - a. Public Liability for Bodily Injury - \$1,000,000
 - b. Property Damage - \$500,000
- 15. Seller shall have sole responsibility for the safety and electrical protection of seller's facilities.
- 16. Initial contract term shall be for a minimum of two years. Contract may be terminated by Nolin RECC for a material breach by seller of its obligation under the contract upon 30 days notice.

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6/11/2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 29 1984

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jordan C Neel

DATE OF ISSUE July 23, 1984 DATE EFFECTIVE June 28, 1984

ISSUED BY Jack D. Gargle TITLE General Manager
Name of Officer

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