

**CANCELLED**

September 1, 2021

**KENTUCKY PUBLIC SERVICE COMMISSION**

Fleming-Mason Energy Cooperative, Inc.

FOR ALL COUNTIES SERVED

P.S.C. NO. 3

ORIGINAL SHEET NO. 1

**Section EDR**

**Economic Development Rider**

**Applicability**

The EDR is available in all the service territory served by Fleming-Mason Energy.

**Availability**

Available as a rider to qualifying Fleming-Mason Energy's non-residential customers to be served or being served under East Kentucky Power Cooperative, Inc.'s ("EKPC") Sections B, C, E, and G to encourage Economic Development as defined herein. Service under the EDR is conditional on approval of a special contract between EKPC, Fleming-Mason Energy, and the qualifying non-residential customer for such economic development rate service filed with and approved by the Kentucky Public Service Commission ("Commission").

**Economic Development**

Service under EDR is available to:

- 1) New customers contracting for a minimum average monthly billing load of 500 kW over a 12 month period. If the new customer is locating in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County", then the minimum average monthly billing load will be 250 kW over a 12 month period.
- 2) Existing customers contracting for a minimum average monthly billing load increase of 500 kW over a 12 month period above their Economic Development Base Load ("ED Base Load"). If the existing customer is located in a Kentucky county that is identified by the Commonwealth of Kentucky as an "Enhanced Incentive County", then the minimum average monthly billing load increase will be 250 kW over a 12 month period. The ED Base load will be determined as follows:
  - a. The existing customer's ED Base Load will be determined by averaging the customer's previous three years' monthly billing loads. EKPC, Fleming-Mason Energy, and the existing customer must agree upon the ED Base Load, and any adjustments to the ED Base Load must be mutually agreed to by the parties.
  - b. The ED Base Load shall be an explicit term of the special contract submitted to the Commission for approval before the customer can take service under the EDR. Once the ED Base Load's value is established, it will not be subject to variation or eligible for service under the EDR.
  - c. These provisions are not intended to reduce or diminish in any way EDR service already being provided to all or a portion of a customer's ED Base Load. Such EDR service would continue under the terms of the applicable special contract already existing between EKPC, Fleming-Mason Energy, and the customer concerning the affected portion of the customer's ED Base Load.

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DATE OF ISSUE 11/10/2014  
Month / Date / Year

DATE EFFECTIVE 01/01/2015  
Month / Date / Year

ISSUED BY Joni Hazelrigg  
(Signature of Officer)

TITLE President and Chief Executive Officer

**KENTUCKY PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**1/1/2015**

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

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P.S.C. NO. 3

ORIGINAL SHEET NO. 2

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**Section EDR (con't.)**

- 3) A new or existing customer eligible for a minimum average monthly billing load between 250 kW and 500 kW may require a customer-specific meter installation. The cost of the customer-specific meter installation shall be recovered from the customer.
- 4) The new customer or existing customer must agree to maintain a minimum load factor of 60 percent during the majority of the months in the discount period, subject to the following parameters:
  - a. During the first 12 months of the discount period the 60 percent minimum load factor requirement will be waived.
  - b. During the remaining months of the discount period, the load factor will be determined each month. The new or existing customer may fail to achieve the 60 percent minimum load factor for no more than 1/6<sup>th</sup> of the remaining months of the discount period.
  - c. Failure to maintain the 60 percent minimum load factor in any month beyond the period described in part 4(b) above will result in the suspension of the discount to the Total Demand Charge for that month. The discount to the Total Demand Charge will resume in the month the 60 percent minimum load factor is achieved; however the discount will resume at the discount rate applicable to the month of the discount period.
- 5) A customer desiring service under the EDR must submit an application for service that includes:
  - a. A description of the new load to be served;
  - b. The number of new employees, if any, the customer anticipates employing associated with the new load; and
  - c. The capital investment the customer anticipates making associated with the EDR load.
- 6) Any EDR customer-specific fixed costs shall be recovered over the life of the special contract.

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**Section EDR (con't.)**

**Rate**

The rate available under the EDR shall be in the form of a discount to the Total Demand Charge on the EKPC rate section applicable to the customer. The Total Demand Charge is the sum of all demand charges, including any credits provided under any other demand-related rider, before the EDR discounts as described below are applied. A customer taking service under the EDR shall be served according to all of the rates, terms, and conditions of the normally applicable rate schedule subject to the following discount options:

Discount Period	3 years	4 years	5 years
Required Minimum Contract Term	6 years	8 years	10 years
Discount to Total Demand Charge:			
First 12 consecutive monthly billings	30%	40%	50%
Next 12 consecutive monthly billings	20%	30%	40%
Next 12 consecutive monthly billings	10%	20%	30%
Next 12 consecutive monthly billings	0%	10%	20%
Next 12 consecutive monthly billings	0%	0%	10%

The discount will not be smaller than the amount calculated from the EKPC rate sections.

**Terms and Conditions**

- 1) EKPC and Fleming-Mason Energy will only offer an EDR during either periods of excess capacity or the additional capacity needs have been secured, or are capable of being economically secured, through a market purchase agreement. If additional capacity has been secured through a market purchase, the customer will be responsible for the costs of the market purchase agreement. Upon submission of each EDR special contract, EKPC will demonstrate that the load expected to be served during each year of the contract period will not cause them to fall below a reserve margin that is considered essential for system reliability.
- 2) Service shall be furnished under the applicable standard rate schedule and this rider, filed as a special contract with the Commission, for a fixed term of at least two times the discount period and for such time thereafter under the terms stated in the applicable standard rate schedule. The discount period shall not be less than 3 years and not exceed 5 years. A greater term of contract or termination notice may be required because of conditions associated with a customer's requirements for service. Service shall be continued under the conditions provided for under the applicable standard rate schedule to which this rider is attached after the original term of the contract.

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**Section EDR (con't.)**

3) The customer may request an EDR effective initial billing date that is no later than 12 months after the date on which EKPC and Fleming-Mason Energy initiates service to the customer.

4) The EDR is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer enters into an EDR special contract, the successor customer may be allowed to fulfill the balance of the EDR special contract.

5) EKPC and Fleming-Mason Energy may offer differing terms, as appropriate, under the special contract to which this rider is a part depending on the circumstances associated with providing service to a particular customer subject to approval by the Commission.



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